

# APPLICATION FOR THE CLEAN OHIO CONSERVATION FUND SUMMARY SHEET

APPLICANT: Hamilton County Park District CODE # 061-02037

DISTRICT NUMBER: 2 COUNTY: Hamilton DATE 4/01/05

CONTACT: Ross Hamre PHONE # (513) 728-3551, Ext. 256

FAX: (513) 521-2896 E-MAIL rhamre@greatparks.org

PROJECT NAME: Mitchell Memorial Forest Expansion Site

## ELIGIBLE APPLICANT

(Check Only 1)

- ☐ A. County (1)  
☐ B. City (2)  
☐ C. Township (3)  
☐ D. Village (4)  
☐ E. Conservancy District (6)  
☐ F. Soil & Water  
 Conservation District (7)  
☐ G. Joint Recreational District (8)  
☒ H. Park District/ Authority (9)  
☐ I. Nonprofit Organization (10)  
☐ J. Other \_\_\_\_\_ (11)

## PROJECT TYPE

(Check Largest Component)

- ☒ A. Open Space (7)  
☐ B. Riparian Corridor (8)

## PRIMARY PROJECT EMPHASIS 2, 4

2. Increases habitat protection.  
 4. high quality, viable habitat for plant and animal species.

## ESTIMATED TOTAL

## CLEAN OHIO CONSERVATION

PROJECT COST (from 1.1f): \$ 343,750.00 FUNDING REQUESTED: (from 1.2e) \$ 237,187.50

NRAC APPROVAL - To be completed by the NRAC Committee ONLY

GRANT: \$ \_\_\_\_\_

## FOR OPWC USE ONLY

PROJECT NUMBER: \_\_\_\_\_

APPROVED FUNDING: \$ \_\_\_\_\_

Local Participation \_\_\_\_\_%

Project Release Date: \_\_\_\_\_

Clean Ohio Fund Participation \_\_\_\_\_%

## 1.0 PROJECT FINANCIAL INFORMATION

### 1.1 PROJECT ESTIMATED COSTS: TOTAL DOLLARS In Kind Dollars

(Round to Nearest Dollar) (See definition in instructions.)

- |     |  |                         |       |
|-----|--|-------------------------|-------|
| a.) | Acquisition Expenses:                      | \$ <u>314,500.00</u>    | _____ |
|     | Conservation Easement Purchase             | \$ _____                |       |
|     | Easement Purchase                          | \$ _____                |       |
|     | Other <u>Earnest Money</u>                 | \$ <u>          .00</u> |       |
|     |  |                         |       |
| b.) | Planning and Implementation:               | \$ <u>9,650.00</u>      | _____ |
|     | Appraisal                                  | \$ <u>1,000.00</u>      |       |
|     | Closing Costs                              | \$ _____                |       |
|     | Title Search                               | \$ _____                |       |
|     | Environmental Assessments                  | \$ <u>1,150.00</u>      |       |
|     | Survey                                     | \$ <u>7,500.00</u>      |       |
|     | Other Eligible Costs                       | \$ _____                |       |
|     |  |                         |       |
| c.) | Construction or Enhancement of Facilities: | \$ <u>19,600.00</u>     | _____ |
|     | (Non-native plant removal)                 |                         |       |
|     |  |                         |       |
| d.) | Permits, Advertising, Legal:               | \$ <u>          .00</u> | _____ |
|     |  |                         |       |
| e.) | Contingencies:                             | \$ <u>          .00</u> | _____ |
|     | (not to exceed 10% of total costs)         |                         |       |
|     |  |                         |       |
| f.) | <b>TOTAL ESTIMATED COSTS:</b>              | \$ <u>343,750.00</u>    |       |

**1.2 PROJECT FINANCIAL RESOURCES:**

(Round to Nearest Dollar and Percent)

	DOLLARS	%
a.) In-Kind Contributions (Please define)_____	\$ _____ .00	
b.) Applicant Contributions (Local Funds)	\$ <u>106,562.50</u>	<u>31%</u>
c.) Other Public Revenues		
Nature Works	\$ _____ .00	
Land Water Conservation Fund	\$ _____ .00	
Ohio Environmental Protection Agency	\$ _____ .00	
Ohio Water Development Authority	\$ _____ .00	
Community Development Block Grant	\$ _____ .00	
Ohio Department of Natural Resources	\$ _____ .00	
OTHER _____	\$ _____ .00	
d.) Private Contributions	\$ _____ .00	
<b><i>SUBTOTAL LOCAL RESOURCES:</i></b>	\$ <u>106,562.50</u>	<u>31%</u>
e.) <b>CLEAN OHIO CONSERVATION FUND:</b>	\$ <u>237,187.50</u>	<u>69%</u>
Funds from another NRAC	\$ _____ .00	_____
<b><i>SUBTOTAL CLEAN OHIO RESOURCES:</i></b>	\$ <u>237,187.50</u>	<u>69%</u>
f.) <b>TOTAL FINANCIAL RESOURCES:</b>	\$ <u>343,750.00</u>	<u>100%</u>

**1.3 AVAILABILITY OF LOCAL FUNDS:**

Please list any partnership with other sources. (i.e.; is this part of a larger project or plan):

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## 2.0 PROJECT INFORMATION

If the project is multi-jurisdictional, information must be consolidated in this section.

X Please check here if additional documentation is attached.

### 2.1 BRIEF PROJECT DESCRIPTION - (Sections A through E):

**A: SPECIFIC LOCATION:** Please attach a map.

**PROJECT COUNTY:** Hamilton      **PROJECT ZIP CODE:** 45002

**B: PROJECT COMPONENTS:** Please describe the various project components.

**C: PROJECT EMPHASIS AS DEFINED BY SECTIONS 164.22 (A) (B) OF THE OHIO REVISED CODE AND LISTED IN APPENDIX A:** Please describe.

**D: DEFINE TERMS OF EASEMENTS:**

PLEASE REFER TO SECTION 164.26 OF THE OHIO REVISED CODE.

#### **E: INFORMATION REGARDING PUBLIC ACCESS**

Where is the access located? Is it open to the general public or are there restrictions? What are the hours of availability? Will the general public be given the opportunity to participate in the planning of the project?

### 2.2 OWNERSHIP/MANAGEMENT/OPERATION: Please address.

See Tables A and B for a cost breakdown on the three properties in this application.

## 2.0 Project Information

### 2.1 Brief Project Description

- A. **Specific Location:** The Mitchell Memorial Expansion Acquisition site (MMFES) is adjacent to the Hamilton County Park District owned Mitchell Memorial Forest (MMF) property. The tract is located at 7935 Buffalo Ridge Road in western Hamilton County, east of Highway 275 and south of I-74 in Miami Township. See Exhibit 1 and 2.

#### **Project Components:**

This application involves two components; the acquisition of a 17 acre site which adjoins the existing HCPD owned MMF and the improvement of natural area through the removal of invasive non-native plants. Acquisition of this tract would provide protection from habitat fragmentation caused by surrounding development and provide a connecting corridor of habitat to existing preserved parkland. The removal of invasive Asian Bush Honeysuckle and Japanese Knotweed will improve the maturing woodland. Preservation of the steep hillside overlooking the Great Miami River Valley will protect existing mature trees, a historic buffalo trail terrace and the diversity of existing wildflowers, such as Squirrel Corn and Trillium. The 1.5 acre pond will be preserved to provide habitat for aquatic species. The HCPD will remove 14 acres of honeysuckle on this site. A large number of these plants are present on the site within the wooded areas and are significantly reducing the bio-diversity of this site by competing with native plant life. A cost estimate of the 14 acres of honeysuckle removal is listed below. This cost is included in this application.



***Looking south from Buffalo Ridge Road at MMFES.***

#### **Non-Native Plant removal estimate**

##### *2 Foliar Herbicide Applications*

*For honeysuckle control (\$700 acre x 14 ac. x 2) = \$19,600.00*

Approximately 70% of the property contains a successional hardwood forest which consists of White Ash, Black Locust, American Elm and Black Walnut. Once this site is purchased by the Park District it will be allowed to mature naturally. The hillside along the Great Miami River Riparian Corridor, north of Buffalo Ridge Road, is a more mature upland hardwood forest consisting of primarily Hackberry, Sugar Maple and White Ash species. This section of the

property was once a buffalo migration path before settlement occurred in this area.

Culturally, the MMF contains a series of terraces north of Buffalo Ridge Road which were used as a migration path by buffalo herds before European settlement. The terraces are still intact and protected and can be viewed by visitors. The MMF tract expansion site contains a portion of these migration terraces. The HCPD would ensure that this path would be maintained and protected thus preserving this cultural resource in the region.

Marjorie Becus, a contractual researcher who is working in coordination with the Ohio Department of Natural Resources, Division of Natural Areas and Preserves performed a plant survey of endangered plants at the MMF and confirmed that there were approximately 700 to 1000 Running Buffalo Clover plants, *Trifolium stoloniferum*, in the southeastern portion of the MMF which is approximately 1,000 feet from the MMFES. Botanists believe the migrating buffalo contributed to the clover's presence through periodic disturbance which is something the plant requires to thrive. Although the buffalo are no longer present here, the clover still remains on the site due to browsing by deer and other herbivores within this woodland habitat. See Exhibit 3 for the location of the Buffalo Clover at MMF/ Habitat and Reforestation Map.

The house and other structures that is located on the site are not included in this acquisition.

**C. Project Emphasis -See Attachment A**

**OPEN SPACE**

**Woodland Habitat**

- X 1. Reduces or eliminates nonnative, invasive species of plants or animals**
- X 2. Preserves or increases high quality, viable habitat for plant or animal species, including native species.**
- X 3. Preserves or restores other natural features that contribute to quality of life and state's natural heritage.**
- X 4. Incorporates aesthetically pleasing and ecologically informed design including sensitivity to the terrain, natural resources and heritage of the property.**

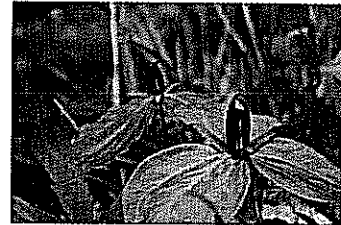
The MMFES contains approximately 70% tree cover which ranges from successional to mature woodland. The successional wooded area contains significant invasive plants including honeysuckle and Japanese Knotweed which will be removed by HCPD staff, however the mature forest is relatively free of honeysuckle. There is an intermittent stream that traverses the site that could sustain riparian



*Dutchman's Breaches*

species and will be enhanced by the HCPD. See Exhibit 6 for site photos.

Although the timing of this project did not allow staff to inspect the property during the wildflower season, it is anticipated that wildflowers similar to those found at MMF are present, such as Dutchman's Breaches, Trillium, Wood Poppy, Spring Beauty and possibly Running Buffalo Clover. The preservation, restoration and enhancement of these plants will be a high priority for the HCPD. The purchase of this property would help widen their range in the area.



*Trillium found on site.*

There is an historic buffalo migration path along the northern edge of MMF that is interpreted through HCPD naturalist programs that allows the public to learn about an aspect of our natural heritage in this area. A segment of one of these paths is located on the MMFES which would complete the portion of this trail, see Exhibit 2, Site Map.

When the site is purchased, staff will inventory the sites' vegetation and encourage the restoration of these and other plant species.

**X 6. Includes linkages to other parks, openspace/greenspace preserves, population centers, and lower income areas.**

The MMFES is adjacent to the existing MMF and would expand the park from 1,335 to 1,352 acres. The acquisition of this property would secure a buffer between new development in the area and the protected natural area.

**X 7. Supports openspace/greenspace planning and preserves lands as recommended within previously identified planning or natural resources management documents.**

This acquisition is consistent with, and helps to implement a number of important community and open space plans and policies adopted by county organizations. This is explained in more detail on page 10.

**X 8. Provides access to natural areas that result in recreational, economic or aesthetic preservation benefits.**

Acquisition of this tract would provide protection from habitat fragmentation caused by future development and provide added recreational benefits for the public including more natural areas to hike. This property will also connect a segment of the historic buffalo migration path. The naturalist staff provides bi-annual tours of this buffalo migration path.

**X 13. Preserves or restores water quality and/or aquatic biological communities.**

The 1½ acre pond provides an environment on the site that preserves an aquatic biological community for native amphibians and water fowl. The current owners

have installed aeration equipment in the pond to help control invasive plant species. An intermittent stream flows out of this pond and eventually empties into the Great Miami River. By protecting this environment's vegetation it will help reduce erosion and sedimentation in this streambed thus helping to improve water quality in this watershed.

**X 15. Preserves or restores streamside forest, native vegetation or adjacent habitat.**

An intermittent stream flows through the MMFES and has a successional streamside forest consisting of White Ash, Black Locust, American Elm, and Black Walnut along its banks. The HCPD will ensure that this environment is preserved and allowed to mature into a more substantial forest that supports the stream riparian system.

**X 17. Permanent acquisition of riparian corridors, watersheds, forested hillsides, or greenspace linkages.**

The MMFES will be purchased through a fee simple transaction. This purchase will ensure that this greenspace will be preserved in perpetuity thus protecting steep hillsides, woodland habitat, and will provide an important linkage to the MMF property owned by the HCPD.

**X 19. preserves headwater streams.**

The on-site intermittent stream feeds into the Jordan Creek which eventually enters the Great Miami River. The preservation of this site will help preserve this wooded ecosystem and allow it to mature thus protecting this stream system and improving the overall quality of the stream environment.

See Exhibit 4 for USGS map.

**D. Define Terms of Easement** RESTRICTIVE COVENANT -SELLER will agree to development restriction (to be included in the additional restrictions mentioned below) to restrict the development of any boat ramps, soccer fields or gravel mining in the event that the BUYER/OPTIONEE is successful in their grant application. The SELLER also agrees that, in the event that the BUYER/OPTIONEE is successful in their grant application, the deed shall contain the following additional restrictive language "**MMFES Property - DECLARATION OF RESTRICTIONS**

*This Declaration of Restrictions is made on this day of transfer and has been inserted into this deed at the request of Hamilton County Park District (the "Grantee") with the intention to restrict future use of the property being conveyed by this deed.*

*Recitals:*

*A. Grantor owns certain property located in Hamilton, County, Ohio as more particularly described elsewhere in this deed (the "Property").*

*B. Hamilton County Park District applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works*



*Commission ("OPWC"), pursuant to Ohio Revised Code §164.20 et seq. (the "Grant"). In connection with Hamilton County Park District's application for the Grant, Hamilton County Park District proposed to use the Grant funds either for open space acquisition and related development or to protect and enhance riparian corridors, as set forth more specifically in its application.*

*C. As a condition to Hamilton County Park District's receipt of the Grant, Hamilton County Park District has agreed to restrict the use of the Property as set forth in this Declaration, with the intent that such restrictions run with the land.*

*NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor restricts Hamilton County Park District and its successors and assigns as owners of the Property, as follows:*

*§1. Use and Development Restrictions - Hamilton County Park District, for itself and its successors and assigns as owners of the Property, understand that the Property shall be subject to the following: Hamilton County Park District agrees to perpetually keep the Property in greenspace for the protection of hillside and forest areas included herein. Potential development of the Property will be for providing appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices.*

*§2. Perpetual Restrictions . The restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, OPWC. This Declaration and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.*

*§3. Enforcement. If Hamilton County Park District, or its successors or assigns as owner of the Property, should fail to observe the covenants and restrictions set forth herein, the Grantee or its successors or assigns, as the case may be, shall pay to OPWC upon demand, as liquidated damages, an amount equal to the greater of (a) two hundred percent (200%) of the amount of the Grant received.*

*§4. Restriction on Transfer of the Property. Hamilton County Park District acknowledges that the Grant is specific to Hamilton County Park District and that OPWC's approval of Hamilton County Park District's application for the Grant was made in reliance on Hamilton County Park District's continued ownership and control of the Property. Accordingly, Grantee shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the Property without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.*

*§5. Separability. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.*

*§6. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:*

*Hamilton County Park District 10245 Winton Road, Cincinnati, Oh. 45231*

*OPWC: Ohio Public Works Commission 65 East State Street Suite 312  
Columbus, Ohio 43215 Attn: Director*

*§7. Governing Law. This Declaration shall be governed by, and construed in accordance with the laws of the State of Ohio.*

*IN WITNESS WHEREOF, the Grantor has caused this Declaration of Restrictions to be included as a part of the deed transferring title to the property to Hamilton County Park District..*

## **E. Extent of public access once project is completed.**

The MMFES will become part of the MMF and be open to the public from dawn to dusk. The MMF currently has a small system of hiking trails on site that can be accessed daily by the public. The HCPD naturalists will periodically present interpretive programs at the MMF allowing the public direct access to the MMFES. The HCPD naturalists also perform programs about the buffalo migration trail twice yearly which would be enhanced by adding this missing link of the trail.

## **2.2 Ownership/Management/Operation**

### Ownership/Management

The HCPD will purchase the MMFES through fee simple acquisition. The property will be managed as a natural greenspace in perpetuity.

### Maintenance/Operations

The property will be maintained by standard land management and operational practices implemented by the Hamilton County Park District staff. The HCPD is an experienced and successful steward of land and is currently responsible for successfully maintaining and operating 12,480 acres of natural area within the park system. The park has a total of 15,600 acres, 80% of which remain in a natural state. The HCPD has an operation plan and infrastructure in place to begin maintenance on this site.

### Similar Experience

Below are five examples of previous fee simple land acquisitions which were similar to the MMFES. In addition to these sites, the HCPD has successfully completed over 80 fee simple land acquisitions in the past 10 years.

Previous similar Fee Simple Acquisitions – All the below projects were Clean Ohio projects which were similar to this application and have been completed and are being managed by the HCPD.

- Beckmeyer, 136 acres
- Campbell, 183 acres
- Whitewater  
Riparian Corridor 64 acres
- Fulton, Jansen 41 acres
- Jackson, 74 acres

**2.3 Purchase Contract:** The HCPD has secured an option contract for this purchase. The property will be purchased as a fee simple acquisition and be owned, managed and maintained by the HCPD.

### Part III. Compliance with State Criteria

1. Percentage of Clean Ohio matching funds necessary to complete project

\_\_\_\_\_ 75% \_\_\_\_\_ 74 - 70% ☒ 69 - 65% \_\_\_\_\_ 64 - 60% \_\_\_\_\_ <60%

The HCPD is requesting 69% of Clean Ohio Funding for the 2006 Funding year.

2. Level of collaborative participation: Participation means active involvement through in-kind services or funding.

\_\_\_\_\_ local political subdivisions ☒ State agencies \_\_\_\_\_ federal agencies

\_\_\_\_\_ community organizations ☒ conservation organizations

\_\_\_\_\_ local business groups

3. OPWC Districts

\_\_\_\_\_ Joint project in more than one district

\_\_\_\_\_ Joint project in this district

\_\_\_\_\_ Carries out an adopted community, watershed or other plan overlapping another district

4. Community benefits: Relative economic, social and recreational benefits

☒ economic benefits

☒ social/recreational

#### Economic Benefits

Research has shown that the acquisition of open space in highly developed areas will reduce infrastructure costs, decrease health related costs and increase property values. Open space and trees will reduce storm water management and water quality management cost by the open land absorbing much of the runoff caused by development. It also allows the water more time to filtrate through the greenspace to improve its water quality. The presence of preserved trees on site also creates a process called transpiration which helps to purify air quality in a county, which currently is in noncompliance with the Environmental Protection Agency. This process would help reduce air quality related health costs, such as treatment for lung cancer, asthma and other respiratory diseases that are common in Hamilton County.

### Social/Recreational Benefits

This purchase will increase the acreage of the MMF making it a healthier and more desirable place for visitors. The park naturalist will conduct occasional educational programs for adults and their families to learn about the features of this site such as the buffalo migration path as well as providing wildflower and birding programs.

Points 5 – 7 are addressed previously in this application. See Above.

## Part IV. Compliance with Hamilton County Priorities

### 1. Community Planning –

In November of 2002, the HCPD developed an open space acquisition plan to further the Park District's mission. One of the Park District's primary goals is to acquire land in Hamilton County which will be preserved for future generations. Acquisition of the MMFES would provide protection from habitat fragmentation caused by future development and provide a connecting corridor of habitat to existing preserved parkland.

The HCPD's priority to preserve greenspaces in this county is reflected in the Hamilton County Planning Commission's Community Compass Report No. 16-6 "State of the county Report: Environment. It states that "Whereas past conservation efforts often focused on protecting individual pieces of land, emphasis is now being placed on the need to provide for green infrastructure. Green infrastructure provides a framework for creating an interconnected network of natural streams, conservation lands, working landscapes and other green spaces that support native species, maintain natural ecological processes, sustain air and water resources, and contribute to the health and quality of life for American's communities and people".

This acquisition will also comply with the EPA mandated and approved **Storm Water Management Program** prepared by HCPD.

In March 2003, HCPD completed this mandated program to outline HCPD stewardship practices utilized on all existing and newly acquired greenspaces. This program was approved by the OEPA in 2003 and presented the Park District with a five-year permit giving approval for projects occurring during that time. In return, the HCPD is required by law to implement all stewardship and development guidelines as set forth in HCPD's Storm Water Management Program to ensure the greenspaces are managed per the OEPA's standards.

This program outlines some major components that are a part of HCPD stewardship practices. They include: preserving open space; performing environmental assessments on potential acquisitions, reducing impervious surfaces on the site, and reforesting these lands.

Although the Park District officially began this program in 2003, it has been utilizing many of the practices long before this time. The Park District has been increasing acreage of protected greenspace for many years. In 1985, the Hamilton County Park District embarked on a program of identifying and removing paved surfaces, where possible. Since the beginning of this effort, approximately fifteen (15) acres of pavement have been removed.

The Park District also makes it a practice to remove buildings acquired with new properties unless they can be fitted to public use. Over the past twenty-five years, the Hamilton County Park District has removed eighty-six (86) structures.

Since the mid 1970's the Hamilton County Park District has been reducing the amount of park areas regularly mowed to create more buffer and wildlife habitat. In 1991, the Park District began a program to convert cultivated cropland into natural areas. In the past decade, approximately 150 acres of farmland have been converted into wetlands and 300 acres converted to prairie or meadow habitat. In all cases, native plant species were used. These plants were collected within a 150-mile radius of Hamilton County or raised in the Park District's native seed nursery. The use of native species improves the chance of plant survival. The use of prairie species has the additional benefit of a deep root system that maximizes soil retention and evapotranspiration thus reducing runoff. There are approximately 200 acres of farmland that the Park District plans to convert, mostly to prairie, during the next ten years.

**2. Natural Resource Viability: How important is the project to the viability of the natural resources affected by the project.**

***Protects a federally listed endangered species or biological community***

The Federally Endangered Running Buffalo Clover (RBC), *Trifolium stoliferum*, is located on the MMF property and a suitable environment for it's growth is present on the MMFES. Two stands of the RBC are located on the MMF site approximately 1,000 feet from the OPWC property. It is possible that this plant is present on the MMFES, as a suitable environment is present.

This is the second largest, publicly protected stand of RBC in the county. The largest is located in the HCPD owned Shawnee Lookout. The researcher found that there were approximately 600 to 1000 RBC plants total in two locations at MMF. The purchase of the MMFES will also serve as a buffer area to help preserve the confirmed existing endangered species.

Historically, the clover was often found in the path of buffalo herds as their migration would provide the required periodic disturbance needed for the plant to successfully flourish. It is logical to conclude that the presence of Running Buffalo Clover is present on the MMFES, especially along the existing buffalo migration terrace. Historically, Running Buffalo Clover was found in rich soils in the ecotone between open forest and prairie. Today, the species is found in partially shaded woodlots, mowed areas (lawns, parks, cemeteries), and along streams which are all present on the MMFES.

**3. Project preserves or naturally restores steep hillsides with slopes greater than 20%:**

The majority of the site has slopes exceeding 20%. Approximately  $\frac{3}{4}$  of the site is wooded,  $1\frac{1}{2}$  acres contain a pond and the remaining acreage is open area

which will be allowed to revert to woodland. Best Management Practices will be practiced on the site to maintain the slopes on the site and the tree cover will be preserved.

**4. Preserves or enhances undeveloped lands along viewsheds of major highway**

The MMFES greenspace can be seen from I-74 as a part of the overall MMF greenspace.

**5. Protection of highly erodable lands:**

The MMFES has four soil classifications:

**ArB2, Ava silt loam, 3-8% slope.** This classification is primarily along a convex ridge top adjacent an intermittent stream on the property. The soil is generally conducive to some cropland, pasture and woodland. Currently, most of the site is converting into woodland and will continue when the HCPD buys the property. This soil is generally gently sloping and moderately well drained. Permeability is considerably slow above the fragipan and very slow in the fragipan. Runoff is medium. Root growth is mainly restricted to the moderately deep cone above the fragipan. The available water capacity of this zone is moderate. The subsoil is very strongly acid to medium acid.

**SwB2, Switzerland silt loam, 3-8%.** A small portion of the site contains this classification located just south of Buffalo Ridge Road. This deep, gently sloping, well drained soil is on ridge tops on uplands. Erosion has removed part of the original surface layer and subsoil material. It is suitable for roadways only if a suitable base is in place. Permeability is moderate in the upper part of the soil and very slow in the middle and lower parts. The available water capacity is moderate or high. Runoff is medium and the surface layer is moderately low in organic matter content. Erosion is a hazard in cultivated area. The banks along the roadway will need some kind of vegetation to help stabilize and keep the bank in place.

**EcD, Eden silty clay loam 15-25%.** A large portion of the site contains this classification. The pond and intermittent stream on site is located on this classification as well as the slope adjacent the ridge top. This soil is moderately deep, moderately steep, well drained soil on hillsides on uplands. Some areas have hillside slips. Most areas are long and narrow or irregularly shaped. Permeability is slow and the root zone is generally restricted to the 20 to 40 inch thick zone above the shale and limestone bedrock. The available water capacity is low and runoff is very rapid. Controlling erosion, maintaining a stand of forage species and conserving moisture are major concerns with this property as erosion is a problem on these slopes. Woodlands on the site are necessary to hold the steep slopes otherwise erosion is a severe hazard in these soil types.

**EdF, Eden flaggy silty loam 40-60%.** This classification is located on the more mature forested area of the site with steeper slopes at the northern tip of the site. The Buffalo terrace contains this soil classification. This moderately deep, very steep, well drained soil is on upland hillsides. It is generally on the upper one-



third of slopes. Most areas are dissected by shallow drainageways and have hillside slips. Permeability is slow. Root development is mainly restricted to the 20-40 inch thick zone above the shale and limestone bedrock. The available water capacity is very low and runoff is rapid. This classification is generally used as woodland which is the case on this site. Erosion is a severe hazard and the park district will allow this area to develop as a natural woodland. See Soil Survey map (Exhibit 5).

**Readiness to proceed:** The HCPD is ready to proceed on this project upon approval of this application.

### 3.0 PROJECT SCHEDULE:\*

		BEGIN DATE	END DATE
3.1	Planning and Implementation:	<u>  /  /  </u>	<u>  /  /  </u>
3.2	Land Acquisition/Easements:	<u>7/ 14 /06</u>	<u>7/14/07</u>
3.3	Site Improvements:	<u>4 /1 / 07</u>	<u>10/1 /08</u>

\* Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by a project official of record and approved by the commission once the Project Agreement has been executed.

### 4.0 PROJECT OFFICIALS:

4.1	CHIEF EXECUTIVE OFFICER	Jack Sutton
	TITLE	Director
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 521-7275
	FAX	(513) 521-2606
	E-MAIL	jsutton@greatparks.org
4.2	CHIEF FINANCIAL OFFICER	Don Rudler
	TITLE	Treasurer
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 521-7275
	FAX	(513) 521-2606
	E-MAIL	drudler@greatparks.org
4.3	PROJECT MANAGER	Ross Hamre
	TITLE	Planning Director
	STREET	10245 Winton Road
	CITY/ZIP	Cincinnati, OH 45231
	PHONE	(513) 728-3551, ext. 256
	FAX	(513) 521-2896
	E-MAIL	rhamre@greatparks.org

Changes in Project Officials must be submitted in writing from the CEO or CFO.

## 5.0 ATTACHMENTS/COMPLETENESS REVIEW:

In order that your application may be processed in a timely fashion, please submit your application on 8 ½ by 11 white paper with dark ink so that it may be copied for others. It is understood that some items may not conform to this request such as large maps and photographs. Please feel free to include these items.

Confirm in the blocks [ ] below that each item listed is attached.

- ☒ [ X ] A certified copy of the authorization by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 6.0, Applicant Certification, below.
- ☒ [ X ] A certification signed by the applicant's chief financial officer stating all local share funds required for the project will be available on or before the dates listed in the Project Schedule section.
- ☒ [ X ] A formal detailed estimate of the project's costs provided by an architect, landscape architect, or other professional. For land acquisition, an appraisal by a State-certified general real estate appraiser, as defined under ORC 4763 for the type of land being appraised will need to be submitted to the NRAC prior to closing.
- ☐ [ ] A cooperation agreement (if the project involves more than one entity) which identifies the fiscal and administrative responsibilities of each participant.
- ☐ [ ] Resolution of Support (Please refer to section 164.23(B)(1) of the Ohio Revised Code for guidance.)
- ☒ [ X ] Identification of any participation by state agencies that will provide to this particular project and that will provide assistance with respect to the project.
- ☐ [ ] Information concerning the coordination of the project among local political subdivisions, state agencies, federal agencies, community organizations, conservation organizations, and local business groups.
- ☒ [ X ] Supporting Documentation: Materials such as additional project description, photographs, and/or other information to assist your NRAC in ranking your project. Be sure to include supplements which may be required by your *local* NRAC.
- ☒ [ X ] Have you reviewed your NRAC's methodology to see that you have addressed all components?

## 6.0 APPLICANT CERTIFICATION:

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

**Applicant certifies that the project, as defined in the application, has NOT resulted in any transfer of title or rights to land or begun any type of physical improvements prior to the execution of a Project Agreement with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding.**

JACK SUTTON, Director

Original Signature/Date Signed

7/14/06

## ATTACHMENT A

### PROJECT EMPHASIS (Mitchell Memorial Forest Expansion Tract)

NOTE: IF THE PROJECT HAS MORE THAN ONE EMPHASIS, PLEASE PLACE A "1" IN THE CATEGORY THAT IS THE PRIMARY EMPHASIS, A "2" IN THE CATEGORY WITH SECONDARY EMPHASIS, AND A "3" IN THE CATEGORY WITH THIRD EMPHASIS.

#### OPEN SPACE

- ☐\_\*\_1. Protects habitat for rare, threatened and endangered species
- ☐\_1\_2. Increases habitat protection
- ☐\_\*\_3. Reduces or eliminates nonnative, invasive species of plants or animals
- ☐\_2\_4. Preserves high quality, viable habitat for plant and animal species
- ☐\_5. Restores and preserves aquatic biological communities
- ☐\_\*\_6. Preserves headwater streams
- ☐\_\*\_7. Preserves or restores flood plain and stream side forest functions
- ☐\_\*\_8. Preserves or restores water quality
- ☐\_9. Preserves or restores natural stream channels
- ☐\_10. Preserves or restores functioning flood plains
- ☐\_11. Preserves or restores wetlands
- ☐\_\*\_12. Preserves or restores stream side forests
- ☐\_\*\_13. Preserves or restores other natural features that contribute to quality of life and state's natural heritage

#### RIPARIAN CORRIDOR

- ☐\_14. Fee simple acquisition of lands to provide access to riparian corridors or watersheds.
- ☐\_15. Acquisition of easements for protecting and enhancing riparian corridors or watersheds
- ☐\_\*\_16. Reforestation of land
- ☐\_17. Planting vegetation for filtration
- ☐\_18. Incorporates aesthetically pleasing and ecologically informed design
- ☐\_19. Enhances educational opportunities and provides physical links to schools and after school centers
- ☐\_\*\_20. Acquisition of connecting corridors
- ☐\_\*\_21. Supports comprehensive open space planning
- ☐\_22. Provides multiple recreational, economic and aesthetic preservation benefits
- ☐\_23. Allows proper management of areas where safe hunting and trapping may take place in a manner that will preserve balanced natural ecosystems.
- ☐\_24. Enhances economic development that relies on recreational and ecotourism in areas of relatively high unemployment and lower incomes

One (1) through two (2) indicate the project's primary components. Asterisks (\*) indicate strong elements involved within this project.

**BOARD OF PARK COMMISSIONERS  
HAMILTON COUNTY PARK DISTRICT**

June 15, 2006

RESOLUTION NO. 2596

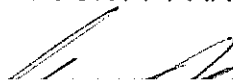
**CLEAN OHIO CONSERVATION PROGRAM**

WHEREAS, the Board of Park Commissioners of the Hamilton County Park District, desires financial assistance under the Clean Ohio Conservation Program Funds, administered by the Ohio Public Works Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Park Commissioners of the Hamilton County Park District, as follows:

1. That the Board of Park Commissioners of the Hamilton County Park District hereby approves filing of applications for the Clean Ohio Conservation Program Funds.
2. That Jack Sutton, Director, is hereby authorized and directed to execute and file applications with the Ohio Public Works Commission, to enter into any agreements as may be appropriate and necessary for obtaining this financial assistance, and to provide all information and documentation required in said application for submission to the Ohio Public Works Commission.
3. THAT THE BOARD OF PARK COMMISSIONERS OF THE HAMILTON COUNTY PARK DISTRICT hereby does agree to obligate the funds required to satisfactorily complete the proposed projects and thus become eligible for Clean Ohio Conservation Program financial aid up to 75% of the total project costs.

BOARD OF PARK COMMISSIONERS  
HAMILTON COUNTY PARK DISTRICT

A handwritten signature in dark ink, appearing to be a stylized 'J' followed by a surname, is written over the printed name of the Board of Park Commissioners.

## CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS

July 14, 2006

I, Don Rudler, Treasurer of the Hamilton County Park District, hereby certify that Hamilton County Park District has the amount of \$106,562.50 in the Land Acquisition Fund and that this amount will be used to pay the applicant revenues for the Mitchell Memorial Expansion Acquisition.

A handwritten signature in cursive script, reading "Don Rudler", is positioned above a horizontal line.

Don Rudler, Treasurer

# **Land Appraisal Report**

Purchase Agreement - Hiatt property (formerly - Richard Stewart) Property  
Approximately 17.0 acres in fee simple  
July 14, 2006

This Purchase Agreement is by and between Evendale Investments, Inc. 5709 Saddle Ridge Drive, Cincinnati, Oh. 45247 (SELLER) and the Board of Park Commissioners of the Hamilton County Park District for the sale of 17.0 acres of Sellers selection ("Conveyed Property") in fee and is contingent upon the purchase of approximately 22.2 acres in Fee simple (that is currently owned by Victoria M. and James L. Stewart II (Owner) upon which Seller, has a contract to purchase dated May 14, 2006 (copy attached as exhibit A).

WITNESSETH:

For and in consideration of the \$5,000 payable in advance (EARNEST MONEY), the receipt of which is hereby to be paid by the BUYER, the receipt of which is hereby acknowledged, the SELLER hereby grants to the BUYER the exclusive right to purchase the Conveyed Property of 17.0 acres in fee simple out of the property as currently shown on the Hamilton County Auditor's Map as Plat Book 570-0120-0028 and Plat Book 570-0120-0189-00 (The Property) in fee simple.

1. **PRICE AND TERMS:** The execution by the BUYER of this Agreement shall constitute an offer to purchase the REAL ESTATE per the terms as stated in this Agreement and, SELLER shall sell the REAL ESTATE and the BUYER agrees to purchase the REAL ESTATE for \$18,526 per acre for the +/- 17-acre site = \$314,942 (PURCHASE PRICE).
2. **EARNEST MONEY:** If, all contingencies contain in this contract are met by BUYER, the EARNEST MONEY is to be credited towards the PURCHASE PRICE. As a condition to this Agreement, BUYER intends to seek funding assistance through the Clean Ohio Conservation Program Fund as administered by the Ohio Public Works Commission (OPWC) for reimbursement of somewhere between 59-75% of the PURCHASE PRICE together with some additional fees and costs associated with restoration of the Conveyed Property. BUYER will notify SELLER in writing of its periodic progress on this grant. Understanding that time is of the essence, BUYER will prepare all materials necessary to close NO LATER THAN September 15, 2006 and will schedule the closing as soon as possible after written notice is received from OPWC granting authority to proceed. This is anticipated by September 30, 2006, whoever because BUYER has no control over OPWC, SELLER may need to permit a reasonable extension of this timeframe, provided Seller can extend his May 14, 2006 contract with James Stewart (owner). In the event that BUYER unable to secure a favorable commitment by the local committee responsible for allocating this OPWC funding by the end of September, 2006, and BUYER chooses not to fund the acquisition from BUYER's own resources all EARNEST MONEY paid will become the property of SELLER.
3. **INSPECTION CONTINGENCY:** - BUYER may conduct any additional standard inspections that may be necessary including but not limited to environmental studies and test borings, if needed, and building inspections. BUYER reserves the right to have an Environmental Phase One Audit performed of the property and may have a Phase Two Audit performed provided SELLER consents in writing for this Phase Two Audit work, the cost of which will be paid 100% by the Buyer. Such consent may not be unreasonably withheld by the BUYER. Any environmental problems found that cannot be resolved by SELLER are to be considered good cause for termination of this Purchase Agreement with the refund of the EARNEST MONEY to the BUYER.

**PERSONAL PROPERTY:** The following personal property shall be included in the sale: None

4. **SELLER'S CERTIFICATION:** SELLER certifies to BUYER that, to the best of



SELLER'S knowledge: (a) the fireplaces, chimneys, electrical, plumbing, heating, air conditioning equipment and systems, and other items included herein will be operational on Possession, except None; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the REAL ESTATE may be assessed, except None; (c) the REAL ESTATE is zoned as Residential zoning; (d) no Federal, City, Township, County or State orders have been served upon the property requiring work to be done or improvements to be made which have not been performed, except: None; (e) there are no underground fuel tanks or other tanks that contained or now contain any hazardous waste or other toxic substance except: None; (f) that there is and has been no discharge or disposal by SELLER of any hazardous waste or other toxic substance (as such terms are defined by any applicable federal, state or local governmental law, rule, ordinance or regulation) on the Real Estate, or contamination of the Real Estate by any such substances; that any storage or utilization of any hazardous or toxic substance is fully described in the attached Exhibit "B" hereto; and that any such storage or utilization is, and has been at all times, in full compliance with all applicable federal, state or local laws, rules, ordinances and regulations.

**5. CONVEYANCE AND CLOSING:** BUYER shall be responsible for transfer taxes. SELLER shall be responsible for deed preparation and shall convey marketable title to the REAL ESTATE by Fee Simple General Warranty Deed at such time as mutually agreeable to the parties hereto ("CLOSING"), free, clear and unencumbered as of CLOSING, except restrictions and easements of record. BUYER shall have the right to cancel this agreement in the event that any encumbrances or liens or other significant concerns are found upon the title that cannot be resolved in an expeditious manner by the SELLER.

**6. CONDITION OF IMPROVEMENTS:** SELLER agrees that on Possession, the REAL ESTATE shall be in the same condition as it is on the date of this offer, except for ordinary wear and tear and casualty damage from perils insurable under a standard fire policy with extended coverage. If the REAL ESTATE be damaged or destroyed by fire or other casualty and if, prior to Closing, the REAL ESTATE shall not be repaired or restored by, to a condition as good as it was prior to the damage or destruction, then BUYER, at his option, may terminate this contract by written notice to SELLER. During the pendency of this contract, SELLER shall not make any substantial alterations or repairs without the consent of the BUYER to the Conveyed Property.

**7. GRANT OF PERMISSION:** SELLER hereby grants permission to BUYER'S environmental auditors for entry into the property upon notice to the Owner and Seller.

**8. RESTRICTIVE COVENANT:** SELLER will agree to development restriction (to be included in the additional restrictions mentioned below) to restrict the development of any boat ramps, soccer fields or gravel mining in the event that the BUYER is successful in their grant application. The SELLER also agrees that, in the event that the BUYER is successful in their grant application, the deed shall contain the following additional restrictive language

**Conveyed Property (Hiatt Property) - DECLARATION OF RESTRICTIONS:**

*This Declaration of Restrictions is made on this day of transfer and has been inserted into this deed at the request of Hamilton County Park District (the "Grantee") with the intention to restrict future use of the property being conveyed by this deed.*

*Recitals:*

*A. Grantor owns certain property located in Hamilton, County, Ohio as more particularly described elsewhere in this deed (the "Property").*

AKA

*B. Hamilton County Park District applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("OPWC"), pursuant to Ohio Revised Code §164.20 et seq. (the "Grant"). In connection with Hamilton County Park District's application for the Grant, Hamilton County Park District proposed to use the Grant funds either for open space acquisition and related development or to protect and enhance riparian corridors, as set forth more specifically in its application.*

*C. As a condition to Hamilton County Park District's receipt of the Grant, Hamilton County Park District has agreed to restrict the use of the Property as set forth in this Declaration, with the intent that such restrictions run with the land.*

*NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor restricts Hamilton County Park District and its successors and assigns as owners of the Property, as follows:*

*§1. Use and Development Restrictions - Hamilton County Park District, for itself and its successors and assigns as owners of the Property, understand that the Property shall be subject to the following: Hamilton County Park District agrees to perpetually keep the Property in greenspace for the protection of hillside and forest areas included herein. Potential development of the Property will be for providing appropriate access for outdoor recreation and will be limited to improvements that do not harm said areas and will be planned, implemented and managed following best management practices.*

*§2. Perpetual Restrictions. The restrictions set forth in this Declaration shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, OPWC. This Declaration and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.*

*§3. Enforcement. If Hamilton County Park District, or its successors or assigns as owner of the Property, should fail to observe the covenants and restrictions set forth herein, the Grantee or its successors or assigns, as the case may be, shall pay to OPWC upon demand, as liquidated damages, an amount equal to the greater of (a) two hundred percent (200%) of the amount of the Grant received.*

*§4. Restriction on Transfer of the Property. Hamilton County Park District acknowledges that the Grant is specific to Hamilton County Park District and that OPWC's approval of Hamilton County Park District's application for the Grant was made in reliance on Hamilton County Park District's continued ownership and control of the Property. Accordingly, Grantee shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the Property without the prior written consent of OPWC, which consent may be withheld in its sole and absolute discretion.*

*§5. Separability. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.*

*§6. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:*

*Hamilton County Park District 10245 Winton Road, Cincinnati, Oh. 45231*

*ARH*

OPWC: Ohio Public Works Commission 65 East State Street Suite 312 Columbus,  
Ohio 43215 Attn: Director

§7. *Governing Law. This Declaration shall be governed by, and construed in accordance with the laws of the State of Ohio.*

*IN WITNESS WHEREOF, the Grantor has caused this Declaration of Restrictions to be included as a part of the deed transferring title to the property to Hamilton County Park District..*

If the BUYER is not successful in the grant application or if it does not submit a grant application for funding consideration through the Clean Ohio Conservation Program, then the above italicized restrictive covenant will NOT be placed on this deed.

9. **As a condition of this sale, Seller and Buyer agree to develop a Management Plan for the 1.5 acre pond area and immediately surrounding real estate agreeable to both parties.**

10. **SOLE CONTRACT:** The parties agree that this Agreement constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this Agreement shall be made in writing, signed by all parties and copies shall be attached to all copies of the original Agreement. This Agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. And this contract cannot be assigned without the written consent of both Buyer and Seller.

11. **PROPERTY TAXES:** Property taxes on the real estate will be prorated to the date of closing on the property between BUYER and SELLER. Any CAUV recoupment taxes due to the former ownership by James Stewart are to be worked out independently between SELLER and Mr. Stewart.

12. **CROP RIGHTS:** BUYER stipulates that there are no outstanding crop rights.

13. **EXPIRATION AND APPROVAL:** This AGREEMENT is null and void if not signed by the BUYER in writing on or before 3:00 o'clock (P.M.) CINCINNATI TIME, July 14, 2006. The SELLER has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

14. **ACTION BY SELLER:** The undersigned SELLER has read and fully understands the foregoing Purchase contract and accepts said offer and agrees to convey the REAL ESTATE according to the above terms and conditions on this, JULY 14, 2006

15. **SURVEY COSTS:** The anticipated cut-up will require additional survey work. These survey costs will be paid for and proration based upon the proportional amount of the total property that both BUYER and SELLER end up with after the survey work is completed. The surveyor will produce the plats and the legal descriptions for this REAL ESTATE to conform to the latest requirements by Hamilton County Engineers. Both BUYER and SELLER will be involved in the selection of the surveyor.

16. **VIEWSHED WINDOWS CLEARING:** SELLER will agree to the terms of the Annual View Clearing License as drafted by BUYER and attached to this contract for an initial 5-year of permission granted by BUYER to SELLER on the BUYER's adjoining property to the north. This permission will automatically renew however it may be amended at BUYER's sole discretion however BUYER will only change this at the 5-years anniversaries and will give SELLER adequate notice of these anticipated changes.

ARH

WITNESS: [Signature] SELLER: By Allen Blunt Pres.  
Evedale Investments, Inc.  
5709 Saddle ridge Drive  
Cincinnati, Ohio 452\_\_

WITNESS: \_\_\_\_\_

ACCEPTANCE by the BUYER: We hereby accept the above contract on this  
17th day of July month, 2006 year/2:54 time.

WITNESS: [Signature] BUYER: [Signature]  
Jack Sutton, Director

WITNESS: \_\_\_\_\_

ADDRESS OF BUYER: Hamilton County Park District  
10245 Winton Road  
Cincinnati, Ohio 45231 (513) 521-PARK  
(This is a legally binding contract. If not understood, seek legal advice.)

\\HCPD-Planning\planning\Property\Land Acquisition\Mitchell Memorial Forest\Stewart\Negotiation Letters\Hlatt HCPD Agreement.doc

ARH

## Exhibit A

Copyright RE/MAX Results Plus 1/06

Contract to Purchase

Page 1 of 5

**RE/MAX**  
Results Plus**Contract to Purchase**This is a legally binding contract. If not understood, seek legal advice.  
For real estate advice, consult a REALTOR®6813 HARRISON AVE

(Office Address)

CINCINNATIOH 452471. RE/MAX Results Plus RESU 04 (Selling Realtor® Firm) (date) MAY 14, 20062. PROPERTY DESCRIPTION: I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property known as PARCELS 570 0120 002B 00 AND 570 0120 01B 900 (22.245 AC) - 7935 BUFFALO RIDGE Rd. ("Real Estate")  
County of HAMILTON State of OHIO ZIP Code 45002  
Listed through RE/MAX RESULTS PLUS (Listing REALTOR® Firm)3. PRICE AND TERMS: Buyer hereby agrees to pay FOUR HUNDRED FORTY FOUR THOUSAND NINE HUNDRED DOLLARS (\$20,000 PER ACRE) ("Purchase Price") for the Real Estate payable as follows:4. EARNEST MONEY: \$ 5,000.00 FIVE THOUSAND DOLLARS ("Earnest Money") shall be deposited by RE/MAX RESULTS PLUS upon written acceptance of this contract ("Contract"), in a trust account pending closing, or returned to the Buyer if this offer is not accepted in writing. The Earnest Money shall be disbursed as follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase Price or as directed by Buyer; (ii) if either party fails or refuses to perform, or if any contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a Release of Earnest Money ("Release") signed by all parties to the Contract or (b) returned to the Buyer. The Seller may demand the Earnest Money. Such a demand must be made in writing, within 20 calendar days of (1) delivery of Notice of Termination of the Contract to Purchase from one party to another or (2) the stated closing date in the contract, whichever is sooner. In the event such a demand is made by the Seller, the REALTOR® holding the Earnest money shall retain the Earnest money, in accordance with state law, until (i) the Buyer and Seller have delivered joint written instructions regarding disposition to REALTOR®, (ii) disposition has been ordered by a final court order, or (iii) the REALTOR® deposits the Earnest Money with the court pursuant to applicable court rules or by the rules of any arbitration procedure. Both Buyer and Seller acknowledge and agree that in the event of a dispute between Buyer and Seller as to the entitlement of the Earnest Money, the REALTOR® will not make a determination as to which party is entitled to the Earnest Money. This clause is subject to any remedy available to REALTOR® by law. In the event of any dispute as to the disposition of the Earnest Money Deposit, the Seller and Buyer agree to submit the dispute to the Cincinnati Area Board of Realtors Arbitration Committee for resolution (in those transactions where applicable) or the American Arbitration Association, whose decision shall be final and binding on the parties. The parties agree to share the costs of such arbitration.

5. BALANCE: The balance of the Purchase Price shall be paid by certified, cashier's official bank, attorney or title company trust account check on date of closing.

## 6. FINANCING CONTINGENCY:

This contract is contingent upon Buyer securing the approval of all necessary governmental agencies for the development of the Property to Buyer's complete satisfaction within 120 days of the date of this contract. Buyer will be granted access to the property (excluding any buildings) upon execution of this agreement, between 8AM and 8PM upon notice to the Sellers, for the purposes of surveying, inspecting, planning and getting bids for development of the property. Seller will also be granted access to the buildings on the Property upon appointment for the same purposes. Seller or its contractors will not enter the property without notice to the Sellers. Within 120 days of the date of this contract, Buyer will notify Seller in writing that the property is satisfactory for development by Buyer, with the closing to follow. If Buyer does not notify Seller within the 120 days, or notifies Seller in writing that the property is unsatisfactory, this contract will be null and void, and the deposit will be immediately returned to Buyer.

OTHER FINANCING: ☒ NONE

Buyer ☐ has applied ☐ will apply for financing within \_\_\_\_\_ calendar days after written acceptance of this Contract and will make a diligent effort to obtain financing. Buyer financing qualification and/or pre-approval letter with income & credit verification or verification of funds ☐ is attached, ☐ is not attached and ☐ shall be provided within \_\_\_\_\_ calendar days of written acceptance of this offer. If Buyer fails to provide said documentation, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract. If Buyer or Buyer's lender does not notify listing REALTOR® or Seller, in writing, that a loan commitment has been obtained, or waived within \_\_\_\_\_ calendar days of written acceptance of this offer then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract. BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF FINANCING TO BE OBTAINED AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.

Buyer's Initials ARKDate 5/13/06Seller's Initials ARKDate 5-16-06

P.001/006

(FAX) 513 598 979

RE/MAX Results Plus-West Region

MAY-10-2006 (WED) 11:01

ARK

7. **APPRAISAL CONTINGENCY:** Buyer's obligation to close this transaction is contingent upon Property appraising at or above final sales price of the Property by Purchaser's appraiser.

8. **INCLUSIONS/EXCLUSIONS OF SALE:** The Real Estate shall include the land, together with all improvements thereon, all appurtenant rights, privileges, easements, fixtures, and all of but not limited to, the following items if they are now located on the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment, including window units; bathroom fixtures; shades; blinds; awnings; curtain/drapery/laundry rods; window/door screens; storm windows/doors; shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall, inlaid and stair carpeting (attached or otherwise) fireplace inserts; fireplace screens/glass doors; wood stove; gas logs and starters; television aerials/rotor opening boxes/satellite dishes (including unleased components); water softeners; water purifiers; central vacuum systems and equipment; garage door opener/operating devices; built-in ranges/ovens/microwaves/dishwashers/garbage disposers/trash compactors/humidifiers; all security alarm systems and controls; all affixed built-in furniture/fixtures; utility/storage buildings or sheds; in-ground/above ground swimming pools and equipment; swing sets/play sets; permanently affixed basketball backboard/pole, propane tank/oil tank and contents thereof; invisible fence transmitters and collar receivers; and parking space(s) number (s) \_\_\_\_\_ and storage unit number \_\_\_\_\_ (where applicable); except for the following: which are leased in whole or in part (please check appropriate boxes): ☐ water softener; ☐ security/alarm system; ☐ satellite dish. **THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE:** NONE

9. PERSONAL PROPERTY: Also included are the following items of personal property (which add no value to the real estate)  
NONE

10. **CERTIFICATION OF OWNERSHIP:** Seller certifies that Seller owns all of the above real and personal property included in the sale as listed in paragraphs 8 and 9 and that they will be free and clear of any debt, lien or encumbrances at Closing except \_\_\_\_\_  
None Seller further certifies that all of the above personal property included in the sale are and will be operational on the date of possession, except: None

11. SELLER'S CERTIFICATION: Seller certifies to Buyer that to the best of Seller's knowledge: (a) the Real Estate is zoned RESIDENTIAL, (b) is located in the following municipality or rural area (i.e. township or city) as shown on the most recent official tax duplicate: the City of Cincinnati Urban Design District, (c) ☒ is ☐ is not located in the City of Cincinnati Hillside Overlay District, ☐ is ☒ is not located in the City of Cincinnati Urban Design District, (d) ☐ is ☒ is not located in an Historic District, (e) ☐ is ☒ is not subject to a homeowner association charter established by recorded declaration with mandatory membership, (f) ☐ is ☒ is not subject to a homeowner association assessment, (g) ☐ is ☒ is not subject to a maintenance agreement, (h) ☐ is ☒ is not located in a flood plain, and, (i) no City, County, or State orders have been served upon Seller requiring work to be done or improvements performed except NONE. Seller further certifies that to the best of Seller's knowledge, there are no encroachments, shared driveways, party walls, property tax abatements or homestead exemptions except: NONE and that no improvements or services (site or area) have been installed or furnished nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises except: NONE.

12. **HOMEOWNER ASSOCIATION/CONDOMINIUM/LANDMINIUM DECLARATIONS, BYLAW AND ARTICLES:** If the Real Estate is subject to a Homeowner Association Declaration or is a Condominium, Seller will provide Buyer with a current copy of the Association Declaration, financial statements, Rules and Restrictions, architectural standards (to the extent not included in the Rules and Regulations), the bylaws and the Articles of Incorporation and other pertinent documents within 130 days of acceptance of this offer. Buyer shall have the right to disapprove of the documents by delivering written notice of his disapproval within 130 days of receipt of documents ("Disapproval Date"). If written notice of disapproval is delivered by the Disapproval Date then this contract shall become null and void. Unless written notice is delivered by the Disapproval Date, Buyer shall be deemed to have approved the Documents and further agrees to accept title subject to the terms and conditions of same. Seller agrees, as a condition to Closing, to secure written approval for this sale if required by the Documents.

1.1. **PROPERTY DISCLOSURE FORM:** Buyer ☐ has ☒ has not received the state-mandatory property disclosures form.

14. **MAINTENANCE:** Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Real Estate, as described in Section 8, including the grounds and improvements thereon, in good condition. Seller shall repair or replace any appliances and/or equipment currently in normal operating condition that fail prior to possession. Seller further agrees that until physical possession is delivered to the Buyer, the Real Estate will be in as good condition as it is presently except for normal wear and casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real Estate is damaged or destroyed by fire or other casualty and the Real Estate is not repaired or restored by and at Seller's cost as it was prior to the damage or destruction, then Buyer has the option to terminate this Contract by written notice to the Seller. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the written consent of the Buyer. Buyer and Seller agree that Buyer shall be provided the opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to closing, solely for the purpose of ascertaining that the Real Estate is in substantially the same condition as it was at the time Contract was executed, subject to reasonable wear and tear. Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real Estate.

15. **HOME WARRANTY PROGRAM:** Buyer has been informed that home warranty programs may be available to provide potential additional benefits to Buyer. Buyer ☐ selects a home warranty to be provided by ☐ American Home Shield or ☐ a company to be chosen by \_\_\_\_\_ and paid for by \_\_\_\_\_ in an amount not to exceed \$ \_\_\_\_\_.  
or buyer ☒ does not select a home warranty.

Buyer's Initials ARK Date 5/13/06

Seller's Initials JLS/VLS Date 5-16-06

ARK

16. **PROPERTY SURVEY:** Buyer(s) acknowledges that surveys obtained by the lender are not always made surveys and are not for the benefit of the Buyer. If Buyer elects to have the property surveyed for his benefit, it shall be at Buyer's expense.

17. **REAL ESTATE INSPECTION/OFFSITE CONDITIONS INVESTIGATION CONTINGENCY:** For purpose of this clause, time is of the essence.

**BUYER'S INSPECTIONS/INVESTIGATIONS:** Inspections/investigations regarding the physical material condition, boundaries, offsite conditions and use of the Real Estate shall be the sole responsibility of the Buyer. Buyer is relying solely upon Buyer's examination of the Real Estate and investigation of offsite conditions, the Seller's certification herein, and inspections herein requested by the Buyer or otherwise required, if any, for its physical condition and overall character, and not upon any representation by the REALTORS® involved.

The Buyer has the option to have the Real Estate inspected and to investigate offsite conditions, at Buyer's expense. Buyer shall have \_\_\_\_\_ calendar days (Inspection Period) following written Contract acceptance to conduct all inspections and investigations related to the property.

- a) If Buyer is not satisfied with the condition of the Real Estate as revealed by the inspection(s) and desires corrections to material defects, Buyer shall provide written notification of any material defect(s) and the relevant portion(s) of the inspection report to the Listing Firm or Seller with a request for corrections desired within the inspection period. Buyer and Seller shall have \_\_\_\_\_ calendar days from the date of the completion of the inspection(s) ("Settlement Period") to negotiate to reach a written agreement in settlement of the condition of the Real Estate. If written settlement of the condition of the Real Estate is not reached within the Settlement Period, Buyer shall have the option to withdraw the written request for corrections within the Settlement Period and accept the Real Estate 'as is'. If written settlement is not reached, with signed copies of settlement agreement physically delivered to all parties, within the Settlement Period and Buyer has not withdrawn the request for corrections in writing, this Contract shall be null and void. Buyer shall have the right to terminate the contract during the Settlement Period and the Earnest Money shall be returned to the Buyer upon execution by Buyer and delivery to Seller of a Termination and Release of Contract to Purchase.

Or

- b) If Buyer is not satisfied with the condition of the Real Estate as revealed by the inspection(s), or with the results of offsite conditions investigations and desires to terminate this contract, Buyer shall provide written notification that Buyer is exercising his/her right to terminate this contract, within the Inspection Period, and this contract shall be null and void and the Earnest Money shall be returned to the Buyer upon execution by Buyer and delivery to Seller of a Termination and Release of Contract to Purchase.

If Buyer is satisfied with the results of the inspection(s)/investigation(s), Buyer shall deliver written notification to Listing Firm or Seller within the Inspection/Investigation Period stating Buyer's satisfaction and waiver of the contingency.

If Buyer does not deliver written notification as identified in (a) or (b) above, within the inspection period, then buyer shall be deemed to be satisfied with all inspections and investigations and the contingency shall be considered waived. If Buyer does not complete real estate inspection(s)/investigation(s) during the inspection period, buyer's right to inspect/investigate shall be deemed waived. It is not the intent of this provision to permit the buyer to terminate this agreement for cosmetic or non-material defects or conditions. Buyer agrees that minor repairs and routine maintenance items are not to be considered material defects with regard to this contingency. During the inspection/investigation period, buyer and buyer's inspectors and contractors shall be permitted access to the property at reasonable times. Buyer shall be responsible for any damage to the property caused by buyer or buyer's inspectors or contractors, which repair shall be completed in a timely and workmanlike manner at buyer's expense.

A. ☒ **BUYER SELECTS A WHOLE HOUSE INSPECTION** to determine the material physical condition of the house, land, improvements, fixtures, equipment, any additional structures, and any hazardous conditions on the Real Estate including any further inspections deemed necessary by the whole house inspector. (The whole house inspection may or may not include the inspections listed below.)

☐ **IN LIEU OF, OR, IN ADDITION TO THE WHOLE HOUSE INSPECTION, BUYER SELECTS THE SPECIFIC INSPECTIONS AS INDICATED:** \_\_\_\_\_

☐ **BUYER WAIVES THE REAL ESTATE INSPECTIONS** listed above. Buyer acknowledges that Buyer has been advised by REALTOR® to conduct inspections of the real estate and has been provided the opportunity to make this Contract contingent upon results of such inspection.

B. ☐ **BUYER SELECTS A TERMITE AND WOOD-BORING INSECT INSPECTION** (required by some lenders/types of financing).  
☐ **BUYER WAIVES A TERMITE AND WOOD-BORING INSECT INSPECTION**

C. **OFFSITE CONDITIONS:** Seller and Seller's agents make no representations with regard to conditions located outside the boundaries of the Real Estate. Buyer assumes sole responsibility for researching conditions outside the boundaries of the Real Estate, such as, but not limited to: crime statistics, registration of sex offenders, local regulations/development and any other issue of relevance to the Buyer. Buyers are relying on their inquiry with local agencies as to any off-site conditions in the area and are not relying on the Seller or any REALTOR® involved in the transaction.

☐ **BUYER(S) ELECT TO INVESTIGATE OFFSITE CONDITIONS UNDER THE TERMS OF THIS CONTINGENCY.**

☒ **BUYER(S) WAIVE THE RIGHT TO TERMINATE THIS CONTRACT AS A RESULT OF OFFSITE CONDITIONS INVESTIGATION.**

D. **LEAD-BASED PAINT INSPECTION:** Buyer ☒ has ☐ has not received the Seller's disclosure of any lead-based paint or lead-based paint hazards known to Seller on the Real Estate. Buyer ☒ has ☐ has not received the pamphlet "Protect Your Family From Lead in Your Home." Every Buyer of any interest in residential real property on which a residential dwelling unit was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. If the dwelling unit was built prior to 1978, Buyer has the right to inspect for lead at Buyer's cost, for ten (10) days following Contract acceptance.

Buyer's Initials ARH

Date 5/13/06

ARH 5/17/06

Seller's Initials JLSF VLS Date 5-16-06

ARH

- ☐ BUYER(S) SELECT THE LEAD-BASED PAINT INSPECTION pursuant to the attached Lead-Based Paint Inspection Addendum, which provides rights and responsibilities that supersede those of the general inspection contingency of this contract.
- ☒ BUYER(S) WAIVES THE LEAD-BASED PAINT INSPECTION.

SELLER(S) AND REALTOR(S) SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE, INCLUDING THE PRESENCE OF ASBESTOS, LEAD, MOLD, RADON OR ANY OTHER HAZARDOUS MATERIALS. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN ADVISED BY REALTOR TO CONDUCT INSPECTIONS OF THE REAL ESTATE AND INVESTIGATIONS OF OFFSITE CONDITIONS THAT ARE OF CONCERN TO BUYER AND HAS BEEN PROVIDED THE OPPORTUNITY TO MAKE THIS CONTRACT CONTINGENT UPON THE RESULTS OF SUCH INSPECTION(S) AND/OR INVESTIGATIONS.

18. OTHER CONTINGENCIES/AGREEMENTS: ☐ See attached Addendum, which are incorporated into this Contract: \_\_\_\_\_

19. **TITLE INSURANCE.** Title insurance is designed to protect the policyholder of such title insurance for covered losses caused by defects in titles (ownership) to the Real Estate that are in existence on the date the policy of title insurance is issued. Title insurance is different than casualty or liability insurance, and Buyer is encouraged to inquire about the benefits of owner's title insurance from a title insurance agency or provider. An owner's policy of title insurance, while not required, is recommended. A lender's policy of title insurance protects the lender and not the Buyer. Buyer acknowledges that it is Buyer's sole responsibility to make inquiries about title insurance prior to closing. Buyer has been advised that he may choose whatever title insurance provider he wants. Buyer has agreed to use ☐ Results Title Agency, LLC or ☐ \_\_\_\_\_ Buyer ☐ chooses ☐ does not choose to purchase an owner's policy of title insurance at this time. Seller agrees to pay the following towards the cost of Buyer's owner policy of title insurance: (a) a sum not to exceed one half of the premium or not more than \$ \_\_\_\_\_ or (b) the sum of \$ \_\_\_\_\_. By executing this Purchase Agreement, Buyer(s) and Seller(s) specifically acknowledges the provisions of this paragraph.

20. **PROPERTY INSURANCE:** Buyer(s) acknowledges that it is Buyer's sole responsibility to make inquiries with regard to property insurance including property insurability, cost of insurance and insurance provider's use of Comprehensive Loss Underwriting Exchange (C.L.U.E.) Reports. BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF PROPERTY INSURANCE. It is recommended that Buyer inquire about property insurability upon acceptance of Purchase Contract.

21. **PRORATIONS:** There shall be prorated between Seller and Buyer at Closing: (a) real estate taxes and installments of assessments as shown on the most recent official tax duplicate available as of the date of Closing, (b) homeowners/association assessments and other charges imposed by the association under the terms of the Association/Condominium documents, if applicable, as shown on the most recent official Association statement, and (c) rent and operating expenses if the Real Estate is rented. Security and/or damage deposits held by Seller shall be transferred to Buyer at Closing without proration. Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real estate taxes and assessments may differ from the amounts prorated at Closing. Buyer shall assume responsibility for above items after Closing unless stated otherwise on Pro-rata Addendum. Both parties acknowledge that property taxes may follow a short or long proration schedule as indicated by local laws and customs. ☐ See Pro-rata Addendum

22. **CONVEYANCE AND CLOSING:** Both the Buyer and Seller agree to execute all documents required by the closing/escrow agent. Seller shall be responsible for transfer taxes, conveyance fees, deed preparation, the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real Estate as required by this Contract; and shall convey marketable/insurable title to the Real Estate by deed of general warranty or fiduciary deed, if applicable, in fee simple absolute, with release of dower, on \_\_\_\_\_ or earlier as mutually agreed by the parties. Title shall be free, clear and unencumbered as of Closing. (a) except covenants, conditions, restrictions and easements of record which do not adversely affect the use of the real estate, (b) except \_\_\_\_\_ and (c) except the following assessments (certified or otherwise) \_\_\_\_\_. Seller shall have the right at Closing to pay out of the Purchase price any and all encumbrances or liens.

23. **POSSESSION AND OCCUPANCY:** Seller certifies that there are no rights of any tenants and possession/occupancy shall be given ☒ at closing ☐ on or before \_\_\_\_\_ o'clock (A.M.) (P.M.) (Noon) on \_\_\_\_\_, 20\_\_\_\_, or such earlier date that the Seller so notifies the Buyer. Until such time, Seller shall have the right of possession/occupancy free of rent, unless otherwise specified, but shall pay for all utilities. Seller shall order final meter readings to be made as of the occupancy date for all utilities serving the property and Seller shall pay for all final bills rendered from such meter readings. However, failure to order final meter readings shall not result in a default of this contract. Seller acknowledges and agrees that prior to Buyer taking possession of the Real Estate, seller shall remove all personal possessions not included in this Contract and shall remove all debris. Time is of the essence. If Seller fails to vacate as agreed, Seller shall be responsible for all additional expenses, including attorney's fees incurred by Buyer to take possession as a result of Seller's failure to vacate.

24. **AGENCY DISCLOSURES:** Buyer and seller acknowledge having reviewed (only if applicable in this transaction) the attached state-mandated RE/MAX Results Plus "Consumer Guide to Agency Relationships" and the Ohio Agency Disclosure Statement describing the minimum criteria of the Broker's policy describing but not limited to, agency, dual agency, compensation, and cooperation.

25. **M.L.S. AND PUBLIC RECORD ACKNOWLEDGEMENT:** Seller and Buyer acknowledge that REALTOR(S) shall disclose this sales information to any Multiple Listing Service to which the REALTOR(S) is a member and the disclosure by M.L.S. to other M.L.S. participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information shall be made. Seller and Buyer acknowledge that sales information is public record and may be accessed and used by entities, both public and private, without the consent of the parties.

26. **SOLE CONTRACT:** The parties agree that this Contract constitutes their entire agreement and no oral or implied agreement exists. Any amendments and/or extensions to this Contract shall be in writing, signed by all parties and copies shall be included with all copies of the original Contract. This Contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. Faxes and contracts scanned as small attachments are an acceptable method of communication and considered physical delivery in this transaction and shall be binding upon the parties.

Buyer's Initials ARR Date 5/13/06

Seller's Initials VLST VLS Date 5-16-06

ARR



27. **INDEMNITY:** Seller and Buyer recognize that the REALTORS® involved in the sale are relying on all information provided herein or supplied by seller or seller's sources and Buyer and Buyer's sources in connection with the Real Estate, and agree to indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages, lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by Seller or Seller's sources and/or Buyer and Buyer's sources.

28. **ACKNOWLEDGMENT:** Buyer and Seller acknowledge that any questions regarding legal liability with regard to any provision in this contract, accompanying disclosure forms and addendums or with regard to Buyer's/Seller's obligations as set forth in a fully executed contract to purchase the Real Estate must be directed to Buyer's/Seller's attorney. Buyer and Seller acknowledge that the Seller or Listing Broker may or may not treat the existence, terms or conditions of this offer as confidential. This includes the possibility of sharing pricing information with all Buyer(s). In multiple offers involving Dual Agency, the listing agent is required to disclose Agency status to all parties if asked and if approved by Seller(s). The provisions of this contract shall survive the closing, delivery and acceptance of the deed.

29. **EXPIRATION AND APPROVAL:** This offer is void if not accepted in writing and physically delivered to Buyer or Buyer's agent on or before 11:00 o'clock (A.M. (P.M.)) (Noon) CINCINNATI TIME MAY 16, 2006. The Buyer has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy. Buyer certifies that the signatory(ies) below has/have full authority to enter into this agreement and that no additional signatories, spouse or otherwise, are necessary in order to purchase the property.

EVENDALE

EVENDALE INVESTMENTS, INC

INVESTMENTS, INC

BUYER BY Alan Hiatt Pres. BUYER:

ALAN HIATT PRES.

DATE:

DATE:

(Print Buyer's Name(s) Above)

TIME:

TIME:

[Signature]  
(Selling Agent)

BUYER'S ADDRESS: 2300 MONTANA AVE CINCINNATI, OH 45211

30. **ACTION BY SELLER:** The undersigned Seller has read and fully understands the foregoing offer. Seller certifies that the signatory(ies) below has/have full authority to enter into this agreement and that no additional signatories, spouse or otherwise, are necessary in order to convey the property. Seller hereby: ☐ accepts said offer and agrees to convey the Real Estate according to the above terms and condition, ☐ rejects said offer, or ☐ counteroffers according to the above modifications initialed and dated by Seller, which counteroffer shall become null and void if not accepted in writing and physically delivered to Seller or Seller's agent on or before 9:00 o'clock (AM) (PM) (Noon) CINCINNATI TIME MAY 16 2006.

SELLER: [Signature]

SELLER:

DATE: [Signature]

DATE:

TIME:

TIME:

[Signature]  
(Listing Agent)

(ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN)

SELLER TO PAY 4% TO LISTING BROKER

RECEIPT BY SELLING REALTOR® Date \_\_\_\_\_ I hereby acknowledge receipt of \$ \_\_\_\_\_

☐ check # \_\_\_\_\_ made payable to the REALTOR® Firm \_\_\_\_\_

☐ other \_\_\_\_\_ in accordance with terms herein provided.

SELLING REALTOR® Firm # \_\_\_\_\_ By \_\_\_\_\_ Agent # \_\_\_\_\_

SELLING REALTOR® phone/fax/other contact information \_\_\_\_\_

LISTING REALTOR® Firm # \_\_\_\_\_ By \_\_\_\_\_ Agent # \_\_\_\_\_

LISTING REALTOR® phone/fax/other contact information \_\_\_\_\_

FINAL ACCEPTANCE DATE OF CONTRACT IS \_\_\_\_\_ (to be completed by last signing party).

Buyer's Initials AKH

Date 5/13/06

AKH 5/17/06

Seller's Initials VLS

Date 5-16-06

[Signature]



This is a high-contrast, black and white aerial photograph of a hillside. The terrain is covered in dense vegetation. Several thin, light-colored lines are drawn across the image to indicate property boundaries and a proposed cut-up. A road or path runs along the left edge of the hillside. In the upper right corner, there are some buildings and a parking area. The overall image has a grainy, high-contrast appearance.

Note HCPD acquires hillside

existing property  
lines in yellow

Proposed HCPD  
cut-up in red

## UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 05062101

## Property Description

Property Address	7935 BUFFALO RIDGE RD	City	CLEVELAND	State	OH	Zip Code	45002
Legal Description	BUFFALO RIDGE RD 3.1933 AC R2-11-S11 AND 19.0527 AC R2-11-S11						
Assessor's Parcel No.	570-0120-0189-AND 0028-00	Tax Year	2004	R.E. Taxes \$	1,316.76	Special Assessments \$	6.81
Borrower	HAMILTON COUNTY PARK DISTRICT	Current Owner	JAMES STEWART	Occupant:	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> Vacant
Property rights appraised	<input checked="" type="checkbox"/> Fee Simple	Leasehold	<input type="checkbox"/>	Project Type	<input type="checkbox"/> PUD	Condominium (HUD/VA only)	HOA \$N/A /Mo.
Neighborhood or Project Name	MIAMI TWP	Map Reference	SEE MAP	Census Tract	1640.020402		
Sale Price \$ N/A	Date of Sale	Description and \$ amount of loan charges/concessions to be paid by seller NONE					
Lender/Client	HAMILTON COUNTY PARK DISTRICT	Address	10245 WINTON RD CINCINNATI, OH 45231				
Appraiser	ANTHONY I. WHITE, GA	Address	7445 MONTGOMERY ROAD CINCINNATI, OH 45236				

Location	Urban	<input checked="" type="checkbox"/> Suburban	Rural	Predominant occupancy	Single family housing	Present land use %	Land use change
Built up	Over 75%	<input checked="" type="checkbox"/> 25-75%	Under 25%	<input checked="" type="checkbox"/> Owner	PRICE \$ (000)	One family	<input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely
Growth rate	Rapid	<input checked="" type="checkbox"/> Stable	Slow	<input type="checkbox"/> Tenant	Low	2-4 family	<input type="checkbox"/> In process
Property value	Increasing	<input checked="" type="checkbox"/> Stable	Declining	<input checked="" type="checkbox"/> Vacant (0-5%)	High	Multi-family	To: _____
Demand/supply	Shortage	<input checked="" type="checkbox"/> In balance	Over supply	<input type="checkbox"/> Vacant (over 5%)	Predominant	Commercial	
Marketing time	Under 3 mos.	<input checked="" type="checkbox"/> 3-6 mos.	Over 6 mos.				

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood boundaries and characteristics: THIS IS MLS AREA W11, MIAMI TOWNSHIP. PORTIONS OF WESTERN HAMILTON COUNTY KNOWN AS MIAMI TWP, WHITEWATER TWP, HOOVEN, CLEVELAND AND MIAMITOWN ARE ALSO PART OF THIS MARKET PLACE.

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): THIS IS MIAMI TOWNSHIP, HAMILTON COUNTY, OHIO. THE IMMEDIATE AREA IS BUFFALO RIDGE ROAD OVERLOOKING THE GREAT MIAMI RIVER VALLEY. THE AREA, WHILE CLOSE TO SCHOOLS, SERVICES, PLACES OF WORSHIP AND MAJOR ROADWAYS, IS SEMI-RURAL. THIS IS DUE TO THE TOPOGRAPHY AND LACK OF UTILITIES IN THE MARKET PLACE. THE TOPOGRAPHY IS FROM GENTLY ROLLING TO STEEPLY SLOPED. THIS PREVENTS DEVELOPMENT DUE TO THE HIGH COST OF DEVELOPING HILLSIDE LAND. IN ADDITION, THE LACK OF SEWER, WATER AND GAS PREVENTS LARGE SCALE DEVELOPMENT. THE AREA IS BEAUTIFUL, BUT NOT HIGHLY DEVELOPABLE.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):

GOOD MARKET CONDITIONS DURING AT LEAST THE PAST 18 MONTHS: LOW DOM, LOW MORTGAGE RATES, GOOD DEMAND, LOW SUPPLY (AT THIS MARKET SEGMENT), EVIDENCE OF STABLE/INCREASING PRICES. THE DEMAND IN THE IMMEDIATE MARKET IS CONSTANT, BUT LIMITED. NO CITY WATER MAKES INSURANCE DIFFICULT TO OBTAIN AND COSTLY. LACK OF SEWER LIMITS THE DEVELOPMENT DUE TO HEALTH DEPARTMENT REGULATIONS REGARDING PRIVATE SEWER SYSTEMS.

Project Information for PUDs (If applicable) -- Is the developer/builder in control of the Home Owner's Association (HOA)? ☐ Yes ☐ No

Approximate total number of units in the subject project N/A Approximate total number of units for sale in the subject project N/A

Describe common elements and recreational facilities: N/A

Dimensions IRREGULAR: SEE PLAT SKETCH

Site area 22.2457 AC TOTAL Corner Lot ☐ Yes ☒ No

Specific zoning classification and description SINGLE FAMILY RESIDENTIAL "A" BOTH PARCELS

Zoning compliance ☒ Legal ☐ Legal nonconforming (Grandfathered use) ☐ Illegal ☐ No zoning

Highest & best use as improved: ☒ Present use ☐ Other use (explain)

Utilities Public Other Off-site Improvements Type Public Private

Electricity ☒ Street ASPHALT ☒

Gas ☐ OIL Curb/gutter NONE ☐

Water ☐ CISTERN Sidewalk NONE ☐

Sanitary sewer ☐ SEPTIC Street lights NONE ☐

Storm sewer ☒ Alley NONE ☐

Topography ROLLING

Size LARGER THAN TYPICAL

Shape IRREGULAR: SEE SKETCH

Drainage APPEARS ADEQUATE

View WDS, VALLEY, LAKE

Landscaping AVERAGE

Driveway surface GRAVEL

Apparent easements NONE ADVERSE, POSSIBLE HILLSID

FEMA Special Flood Hazard Area ☐ Yes ☒ No

FEMA Zone C Map Date 6-1-1982

FEMA Map No. 390204 0035 B

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): THE SITE CONTAINS TWO PARCELS

TOTALING 22.2457 ACRES. THESE ARE BROKEN OUT AS 3.1933 ACRES AND 19.0527 ACRES. THE SMALLER PARCEL CONTAINS THE RESIDENCE AND IMPROVEMENTS WITH

THE LARGER PARCEL SURROUNDING THE SMALLER PARCEL. THE LARGER PARCEL CONTAINS THE LAKE. SEE ADDENDUM.

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	1	Foundation	BLOCK	Slab	NONE	Area Sq. Ft.	480	Roof	
No. of Stories	1	Exterior Walls	VINYL	Crawl Space	MOSTLY	% Finished	0	Ceiling	
Type (Det./Alt.)	DETACHED	Roof Surface	COMP. SHINGLE	Basement	PARTIAL	Ceiling	UNFIN.	Walls	
Design (Style)	RANCH	Gutters & Dwnspits	ALUM	Sump Pump	NO	Walls	UNFIN.	Floor	
Existing/Proposed	EXISTING	Window Type	DBL HUNG	Dampness	NONE OBSERVED	Floor	UNFIN.	None	
Age (Yrs.)	66	Storm/Screen	NO/YES	Settlement	NOT SIGNIFICANT	Outside Entry	THRU GARAGE	Unknown	<input checked="" type="checkbox"/>
Effective Age (Yrs.)	20-25	Manufactured House	NO	Infestation	UNKNOWN				

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												480
Level 1		1	1	1				3	1.1	X		2,108
Level 2												

Finished area above grade contains: 6 Rooms: 3 Bedroom(s): 1.1 Bath(s): 2,108 Square Feet of Gross Living Area

INTERIOR		HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES		CAR STORAGE:	
Floors	Materials/Condition WWC, CERAMIC/AVG	Type	FORCED	Refrigerator	P	None		Fireplace(s) #	1	<input checked="" type="checkbox"/>	None <input type="checkbox"/>
Walls	DRYWALL/AVG	Fuel	OIL	Range/Oven	X	Stairs		Patio	2	X	Garage 3-4 # of cars
Trim/Finish	WOOD/AVG	Condition	AVG.	Disposal		Drop Stair		Deck	1	X	Attached NO
Bath Floor	WWC, CERAMIC/AVG	COOLING		Dishwasher		Scuttle	X	Porch	SCREEN	X	Detached YES-2
Bath Wainscot	CER OVER TUB/SHW	Central	CENTRAL	Fan/Hood		Floor		Fence			Built-in BSMT-1
Doors	WOOD/AVG	Other	NO	Microwave		Heated		Pool	ABV GRD	X	Carport DET-1
		Condition	AVG.	Washer/Dryer		Finished					Driveway GRAVEL

Additional features (special energy efficient items, etc.): FRONT AND REAR PATIOS. DECK OFF ABOVE GROUND POOL. POOL CURRENTLY INOPERABLE. FOUR SEASON PORCH. 1-CAR BUILT-IN GARAGE. 2-CAR DETACHED GARAGE. 1-CAR CARPORT/STORAGE SHED.

Condition of the improvements, depreciation (physical, functional and external), repairs needed, quality of construction, remodeling/additions, etc.: NO MAJOR REPAIRS ARE IMMEDIATELY NEEDED. FUNCTIONAL AND/OR EXTERNAL OBSOLESCENCE IS NOTED.

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: NO APPARENT ADVERSE CONDITIONS. AN ENVIRONMENTAL ASSESSMENT IS NOT WITHIN THE SCOPE OF THE APPRAISAL. APPRAISAL CERTIFICATIONS AND LIMITING CONDITIONS ARE ATTACHED.

# SUPPLEMENTAL SALES 4 5 6 ADDENDUM

File No. 05062101

ITEM	SUBJECT	Comparable No. 4			Comparable No. 5			Comparable No. 6		
7935 BUFFALO RIDGE RD		7698 BUFFALO RIDGE			7833 BUFFALO RIDGE			7825 ZION HILL		
Address		LAND SALE			LOT SALE			LAND SALE		
Proximity to Subject		1/4 MILE E			1 BLOCK					
Sales Price	\$ N/A	\$ 360,000			\$ 95,000			\$ 227,000		
Price/Gross Liv. Area	\$	\$			\$			\$		
Date and/or Verification Source	INSPECTION, AUDITOR'S PROPERTY CARD	COUNTY AUDITOR			MLS, COUNTY AUDITOR			MLS, COUNTY AUDITOR		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment			
Sales or Financing Concessions		CONVENTIONAL FINANCING		CONVENTIONAL FINANCING		CONVENTIONAL FINANCING				
Date of Sale/Time	06/28/2005	08-12-2003	21,600	04-06-2005		04-06-2005				
Location	MIAMI TWP	MIAMI TWP		MIAMI TWP		MIAMI TWP				
Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE		FEE SIMPLE		FEE SIMPLE				
Site	22.2457 AC TOTAL	20.17 AC		2.85 AC		12.532 ACRES				
View	WDS, VALLEY, LAKE	WDS, VALLEY		WOODS		WOODS, VALLEY				
Design and Appeal	1 STY/AVG	1 STY/FAIR								
Quality of Construction	AVERAGE	AVERAGE								
Age	66	120 YRS								
Condition	AVERAGE	POOR								
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths				
Room Count	6 3 1.1	3 1 1.0								
Gross Living Area	2,108 Sq. Ft.	Sq. Ft.		Sq. Ft.		Sq. Ft.				
Basement & Finished Rooms Below Grade	PART: UNFINISHED	PART: UNFINISHED								
Functional Utility	AVERAGE									
Heating/Cooling	OFA/CAC									
Energy Efficient Items	AVERAGE									
Garage/Carport	1-C BI, 2-C DET + CP									
Porch, Patio, Deck, Fireplace(s), etc.	ENCL POR, PATIOS									
Fence, Pool, etc.	POOL - INOP			7 STALL BARN	-25,000					
KITCHEN EQUIPMENT:	PART EQUIP KIT									
Net Adj. (total)		X + - \$ 21,600		+ X - \$ -25,000		+ - \$				
Adjusted Sales Price of Comparable		6% Net 6% Grs \$ 18,919/ACRE		-26% Net 26% Grs \$ 24,561/ACRE		% Net % Grs \$ 18,114/ACRE				
ITEM	SUBJECT	Comparable No. 4			Comparable No. 5			Comparable No. 6		
Date, Price and Data Source for prior sales within year of appraisal	AUDITOR RECORDS NO SALE IN PAST 3 YRS									
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sale of subject and comparables within one year of the date of appraisal:										
Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.):										
THE LAND HAS A VALUE OF \$18,500 PER ACRE FOR THE UNDEVELOPED PORTION OF THE SUBJECT SITE. THE RESIDENCE SITS ON THE PRIME PORTION OF THE SITE WITH ELEVATED TOPO TO ALLOW FOR A VIEW OF THE VALLEY. THE 3.1933 ACRES THE RESIDENCE SITS UPON HAS A LAND VALUE OF \$24,500 PER ACRE.										

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than, the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analyses, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form. I certify that, to the best of my knowledge and belief, the statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limited conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
4. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have made a personal inspection of the property that is the subject of this report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. No one provided significant professional assistance to the person signing this report.

If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** 7935 BUFFALO RIDGE RD CLEVELS OH 45002

**APPRAISER:****SUPERVISORY APPRAISER**

Signature: Anthony J. White  
 Name: ANTHONY J. WHITE, GA  
 Date Signed: 7/13/2005  
 State Certification #: 380900 OH  
 or State License #: \_\_\_\_\_  
 Expiration Date of Certification or License: 07/10/2005

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

**APPRAISER DISCLOSURE  
STATEMENT**

05062101

In compliance with Ohio Revised Code Section 4763.12 (C)

1. Name of Appraiser: ANTHONY I. WHITE, GA

2. Class of Certification/Licensure:

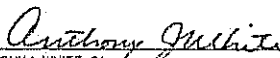
☒ Certified General  
☐ Certified Residential  
☐ Licensed Residential  
☐ Temporary ☐ General ☐ Licensed

Certification/Licensure Number 380900

3. Scope: This report ☒ is within the scope of my Certification/License  
☐ is not within the scope of my Certification/License

4. Service provided by: ☒ disinterested & unbiased third party  
☐ interested & biased third party  
☐ interested third party on contingent fee basis

5. Signature of person preparing and reporting the appraisal

  
ANTHONY I. WHITE, GA

THIS FORM MUST BE INCLUDED IN CONJUNCTION WITH ALL APPRAISAL ASSIGNMENTS  
OR SPECIALIZED SERVICES PERFORMED BY A STATE-CERTIFIED OR  
STATE-LICENSED REAL ESTATE APPRAISER.

State of Ohio  
Department of Commerce  
Division of Real Estate  
Appraiser Section  
Cleveland OH  
(216) 787-3100

## DIGITAL SIGNATURES:

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions, and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

## OPINION OF MARKET VALUE VS ESTIMATE OF MARKET VALUE:

The current Uniform Standards of Professional Practice defines the market value conclusion as an opinion of market value and not an estimate of market value.

## THREE YEAR SALES HISTORY FOR THE SUBJECT PROPERTY:

The appraiser has complied with Standards Rules 1-5b and 2-2b(ix) requiring the appraiser to analyze and report all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal. If this information was available to the appraiser(s), it is reported in the Subject column of Sales Comparison Analysis section of the appraisal report.

## EXPOSURE PERIOD:

By studying the sales of similar comparable residential properties with value ranges as identified in the Neighborhood section of this report and discussions with individuals knowledgeable of current neighborhood trends in the subject area, the appraiser feels that the exposure time for the subject property is equal to the indicated Marketing Time identified in the Neighborhood section of this appraisal report.

## APPRAISER:

Signature: Anthony J. White  
 Name: ANTHONY J. WHITE, GA  
 State Certification #: 380900 State: OH  
 Or State License #: \_\_\_\_\_ State: \_\_\_\_\_  
 Date: 07-13-2005

## SUPERVISORY APPRAISER (ONLY IF REQUIRED):

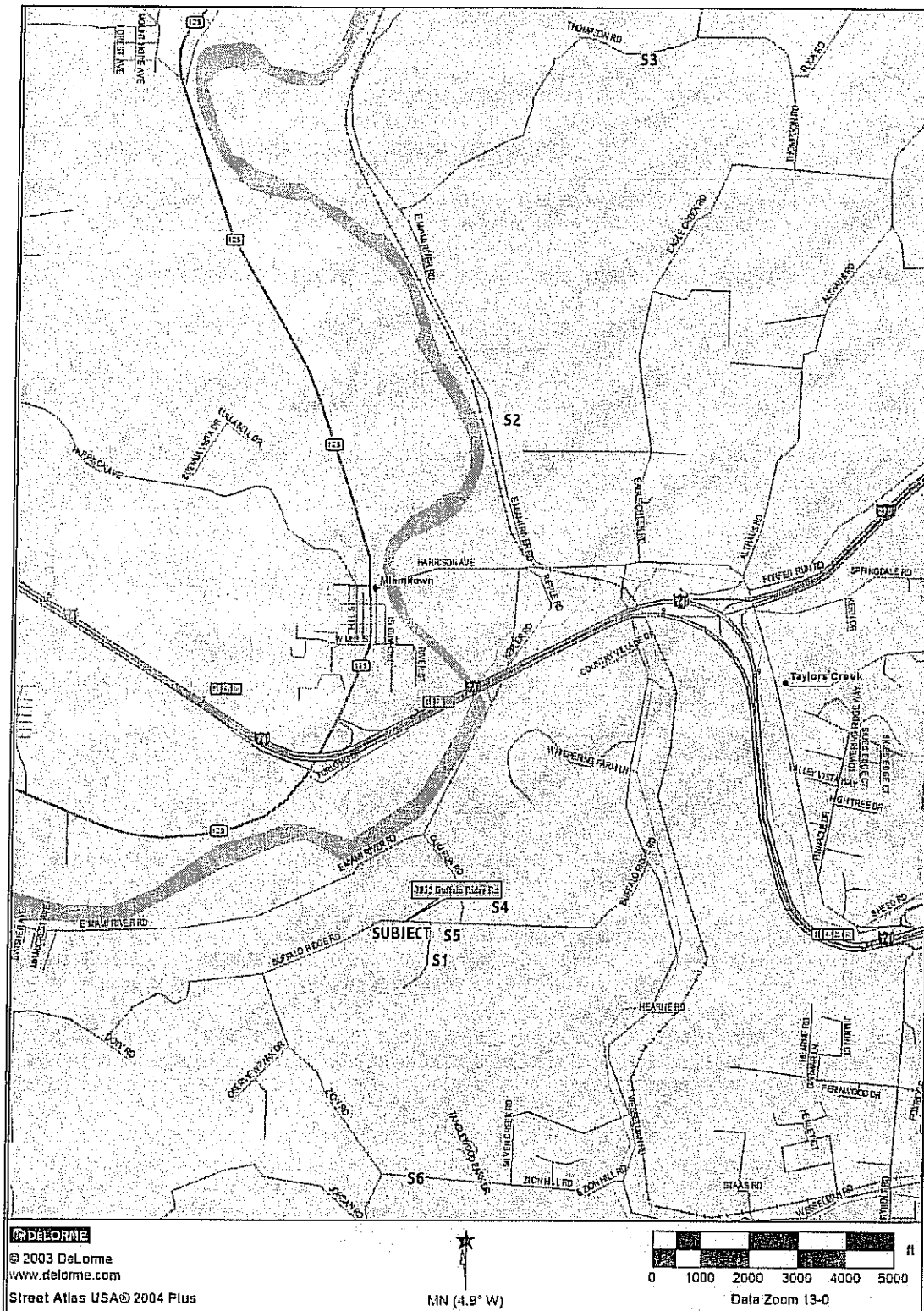
☐ Did ☐ Did Not Inspect Property

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_ State: \_\_\_\_\_  
 Or State License #: \_\_\_\_\_ State: \_\_\_\_\_  
 Date: \_\_\_\_\_

# LOCATION MAP ADDENDUM

05062101

Bonower / Client	HAMILTON COUNTY PARK DISTRICT				
Property Address	7935 BUFFALO RIDGE RD				
City	CLEVELAND	County	HAMILTON	State	OH
Zip Code	45002				
Lender	HAMILTON COUNTY PARK DISTRICT				

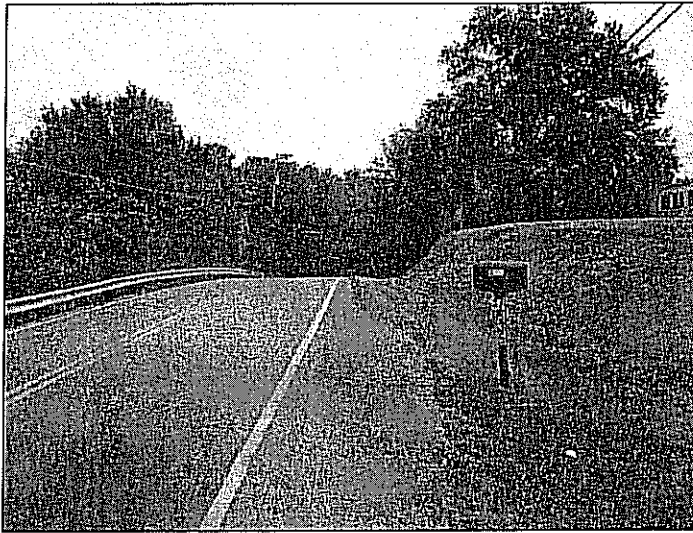




# ADDITIONAL PHOTOGRAPH ADDENDUM

05062101

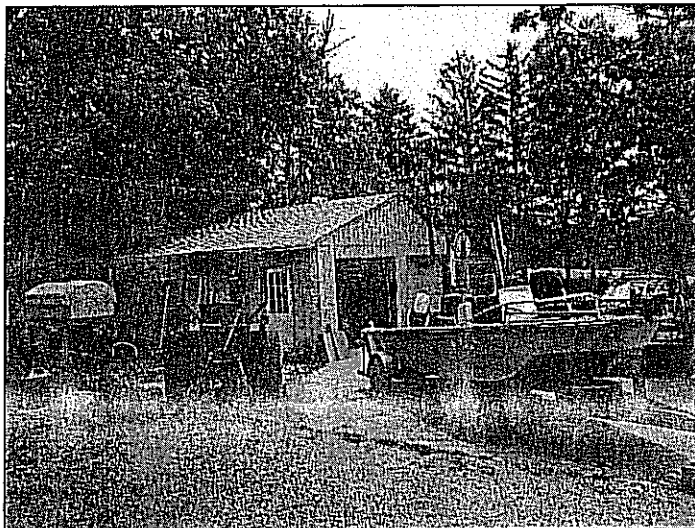
Borrower	HAMILTON COUNTY PARK DISTRICT						
Property Address	7935 BUFFALO RIDGE RD						
City	CLEVES	County	HAMILTON	State	OH	Zip Code	45002
Lender	HAMILTON COUNTY PARK DISTRICT						



ADDITIONAL STREET VIEW



ADDITIONAL LAKE VIEW



VIEW OF DETACHED GARAGE AND CARPORT

ADDITIONAL PHOTOGRAPH ADDENDUM

05062101

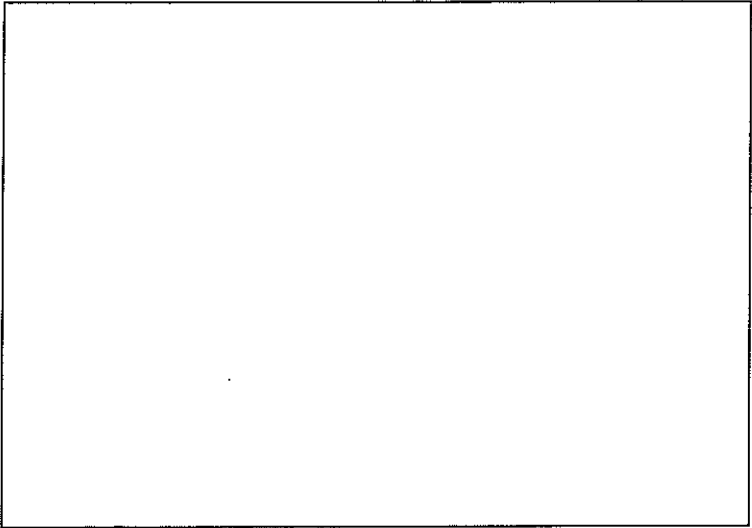
Borrower	HAMILTON COUNTY PARK DISTRICT						
Property Address	7935 BUFFALO RIDGE RD						
City	CLEVES	County	HAMILTON	State	OH	Zip Code	45002
Lender	HAMILTON COUNTY PARK DISTRICT						



ADDITIONAL VIEW OF CARPORT, GARAGE,  
REAR OF RESIDENCE



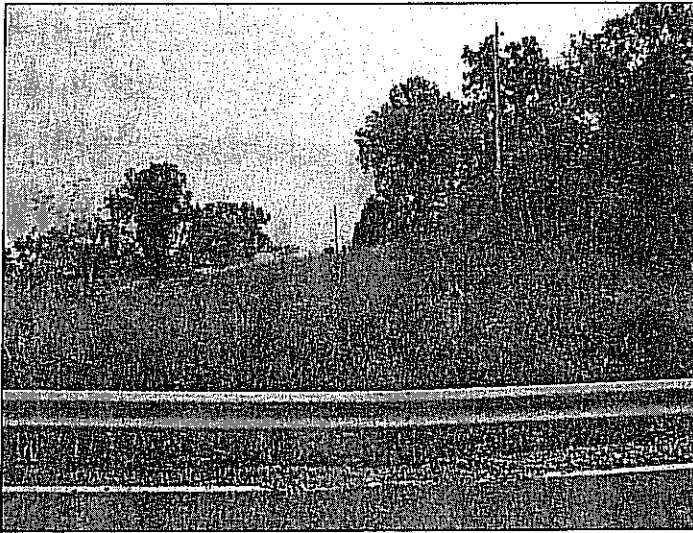
ADDITIONAL VIEW OF ABOVE GROUND  
POOL, REAR OF GARAGE AND REAR OF  
RESIDENCE



## COMPARABLES 4 5 6 PHOTOGRAPH ADDENDUM

05062101

Borrower	HAMILTON COUNTY PARK DISTRICT						
Property Address	7935 BUFFALO RIDGE RD						
City	CLEVELAND	County	HAMILTON	State	OH	Zip Code	45002
Lender	HAMILTON COUNTY PARK DISTRICT						



## COMPARABLE SALE # 4

7698 BUFFALO RIDGE

LAND SALE

Date of Sale : 08-12-2003

Sale Price : 360,000

Sq. Ft. :

\$ / Sq. Ft. : 0.000000



## COMPARABLE SALE # 5

7833 BUFFALO RIDGE

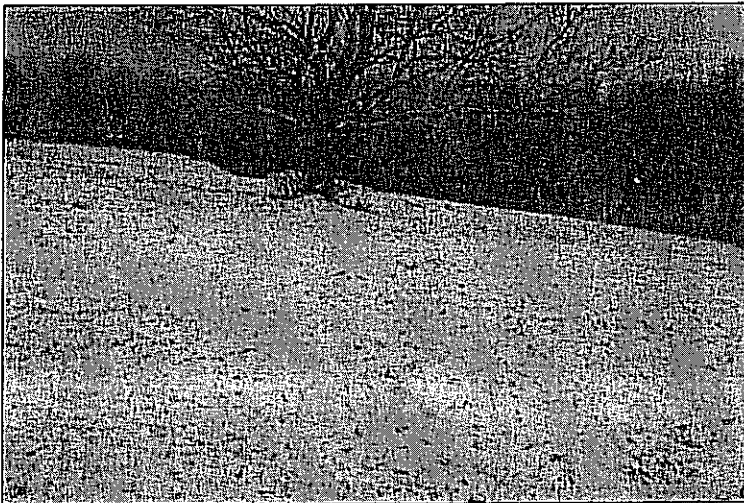
LOT SALE

Date of Sale : 04-06-2005

Sale Price : 95,000

Sq. Ft. :

\$ / Sq. Ft. :



## COMPARABLE SALE # 6

7825 ZION HILL

LAND SALE

Date of Sale : 04-06-2005

Sale Price : 227,000

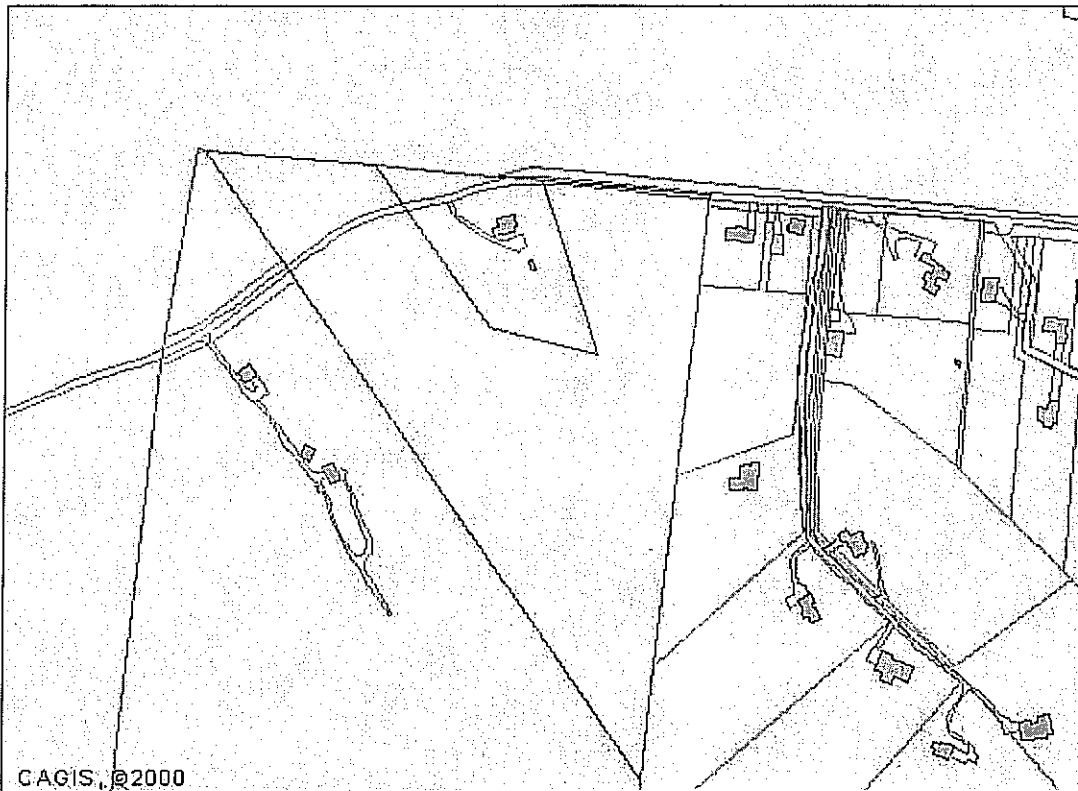
Sq. Ft. :

\$ / Sq. Ft. :

# PLAT MAP

05062101

<u>Borrower/Client</u>	HAMILTON COUNTY PARK DISTRICT						
<u>Property Address</u>	7935 BUFFALO RIDGE RD						
<u>City</u>	CLEVES	<u>County</u>	HAMILTON	<u>State</u>	OH	<u>Zip Code</u>	45002
<u>Lender</u>	HAMILTON COUNTY PARK DISTRICT						



# TRANSPORTATION MAP

05062101

Borrower/Client HAMILTON COUNTY PARK DISTRICT

Property Address 7935 BUFFALO RIDGE RD

City CLEVELAND

County

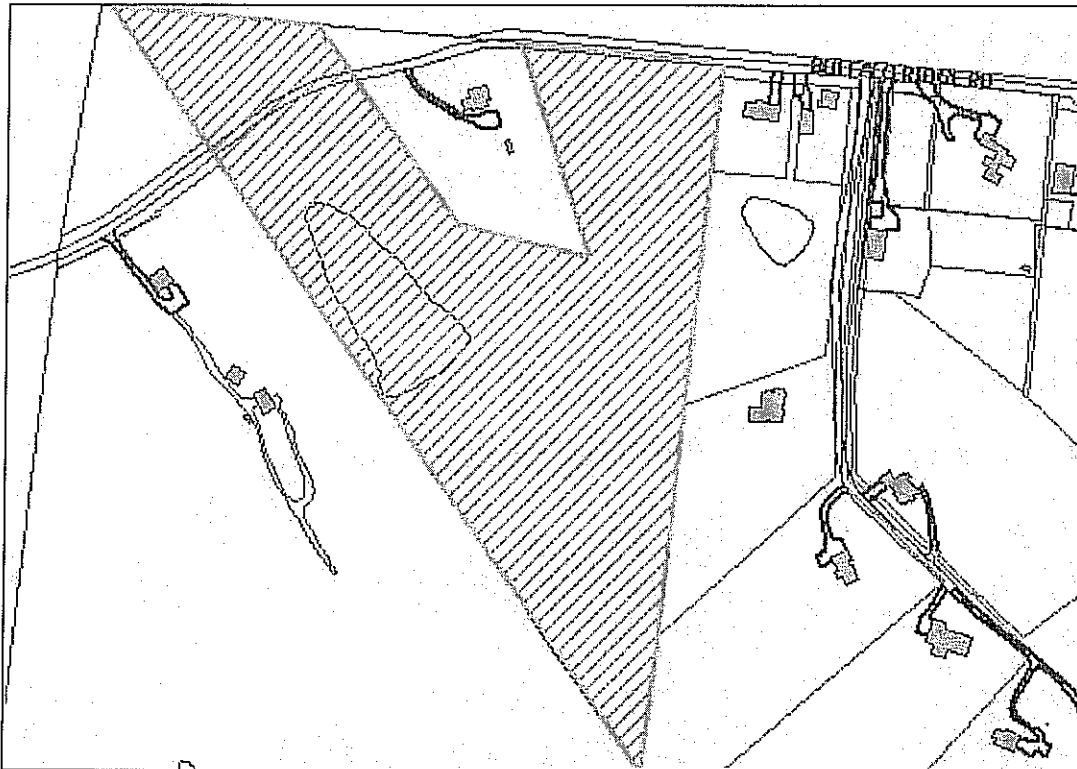
HAMILTON

State OH

Zip Code

45002

Lender HAMILTON COUNTY PARK DISTRICT



**Consultation with Legislative Authorities**  
**Per PRC 164.23**



HAMILTON COUNTY PARK DISTRICT  
10245 Winton Road, Cincinnati, Ohio 45231

FACSIMILE COVER SHEET  
TEL NO. (513) 728-3551 Ext.217  
FAX NO. (513) 521-2896

DATE:	June 14, 2006	FAX NO.	(513) 946-4330
TO:	Hamilton County Grants Administrator	PAGES:	
ATTN:	Cindy Weltlauf,		(including this cover sheet)
FROM:	Sally Bauer, Park Planner		

**IF YOU HAVE ANY PROBLEM WITH THE RECEPTION OF THESE PAGES, PLEASE  
CONTACT US AT (513) 728-3551, EXT 264**

As required by the Clean Ohio Conservation Program Grant Application, Ohio Revised Code Sec. 164.23, the Hamilton County Park District is consulting with Whitewater Township regarding the following project:

- Summe Tract - see attached map
- Mitchell Memorial Forest- see attached map
- Northside Woods Expansion- see attached map

(See attached project information describing the above project)  
No Funds from Hamilton County are involved in this project.

**Please respond to this fax indicating you have received this information and  
acknowledge these applications.**

Should you have any questions, please contact Sally Bauer, Park Planner at 728-3551 extension 264.



HAMILTON COUNTY PARK DISTRICT  
10245 Winton Road, Cincinnati, Ohio 45231

FACSIMILE COVER SHEET  
TEL NO. (513) 728-3551 Ext.217  
FAX NO. (513) 521-2896

DATE:	June 14, 2006	FAX NO.	941-9307
TO:	Miami Township	PAGES:	5
ATTN:	Cindy Oser		(including this cover sheet)
FROM:	Sally Bauer, Park Planner	PHONE	941-2466

**IF YOU HAVE ANY PROBLEM WITH THE RECEPTION OF THESE PAGES, PLEASE  
CONTACT US AT (513) 728-3551, EXT 264**

As required by the Clean Ohio Conservation Program Grant Application, Ohio Revised Code Sec. 164.23, the Hamilton County Park District is consulting with Miami Township regarding the following project:

- Mitchell Memorial Forest Expansion site – 17 acres – see attached text explaining project.4

(See attached project information describing the above project)  
No Funds from Miami Township are involved in this project.

**Please respond to this fax indicating you have received this information and  
acknowledge these applications.**

Should you have any questions, please contact Sally Bauer, Park Planner at 728-3551 extension 264.





# Hamilton County

## County Administrator

### BOARD OF COMMISSIONERS

Pat DeWine  
Phil Heimlich  
Todd Portune

County Administration Building  
138 East Court Street, Room 603  
Cincinnati, Ohio 45202

ADMINISTRATOR  
Patrick J. Thompson  
Phone (513) 946-4420

Phone: (513) 946-4400  
Fax: (513) 946-4444  
TDD/TTY: (513) 946-4719  
[www.hamiltoncountyohio.gov](http://www.hamiltoncountyohio.gov)

June 15, 2006

Mr. Jack Sutton  
Hamilton County Park Director  
10245 Winton Road  
Cincinnati, Ohio 45231

Dear Mr. Sutton:

Hamilton County supports the Hamilton County Park District's application to the Clean Ohio Conservation Program to purchase the Mitchell Memorial Forest property located in the western part of Hamilton County.

By purchasing this site, the Park District will prevent habitat fragmentation caused by future development and provide a connecting corridor of habitat to existing preserved parkland.

If you have questions, or wish to discuss this issue, please contact me at 513-946-4420.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Thompson".

Patrick Thompson  
Hamilton County Administrator

# BOARD OF TRUSTEES

MIAMI TOWNSHIP  
HAMILTON COUNTY, OHIO

CINDY OSER, CLERK  
P.O. BOX 98



## TRUSTEES

JOSEPH I. SYKES, JR.  
JACK E. RININGER  
PAUL E. BECK

Cleves, Ohio 45002

PHONE: (513) 941-2466  
FAX: (513) 941-9307

June 28, 2006

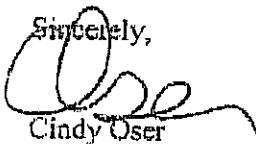
Hamilton County Park District  
Attn: Sally Bauer

Dear Ms. Bauer:

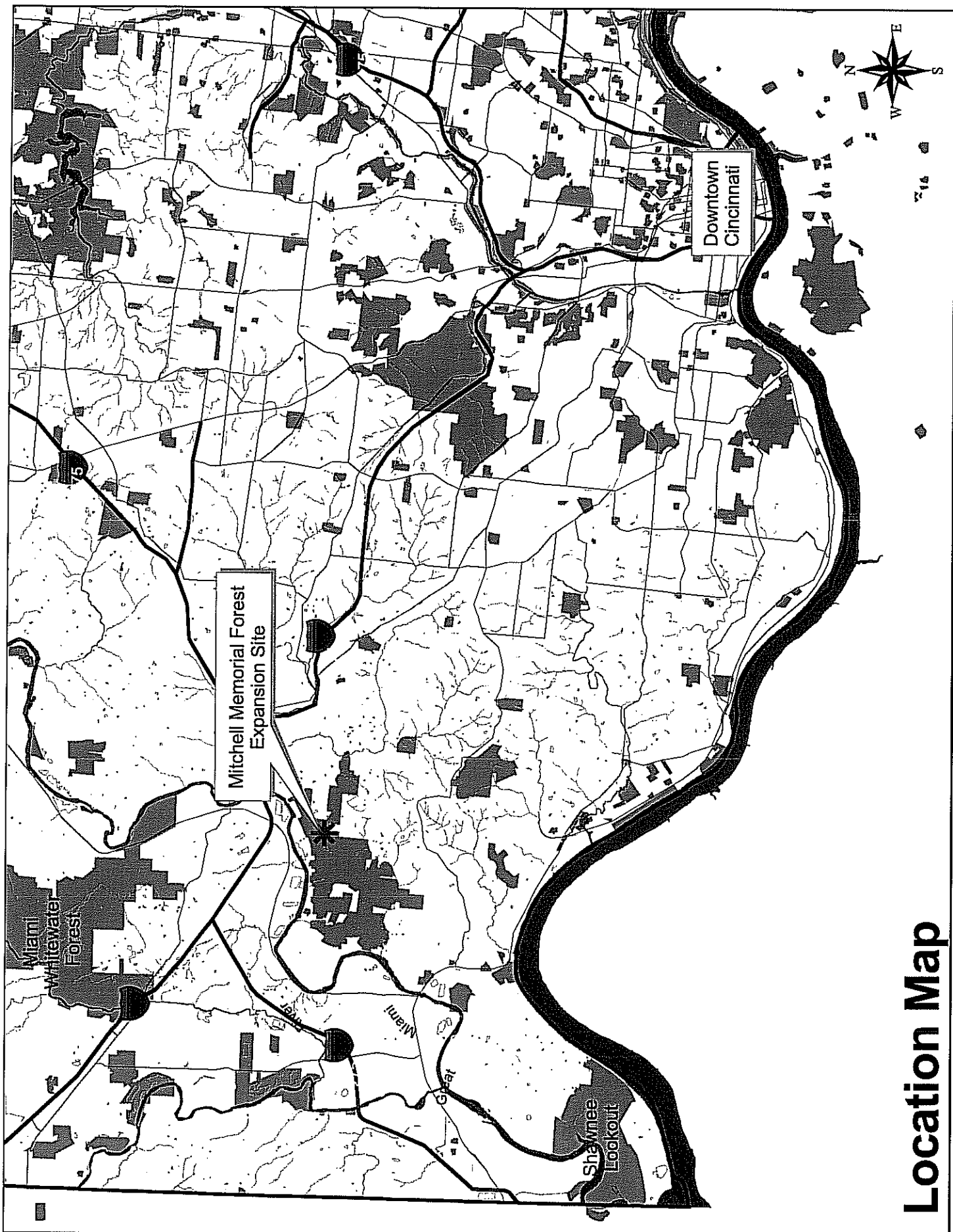
Miami Township Board of Trustees approved at their regular session meeting on June 28, 2006 to approve the Clean Ohio Conservation Program Grant for Mitchell Memorial Forest Site of 19 acres and the Jansen Tract.

If you need further information please call us at 941-2466.

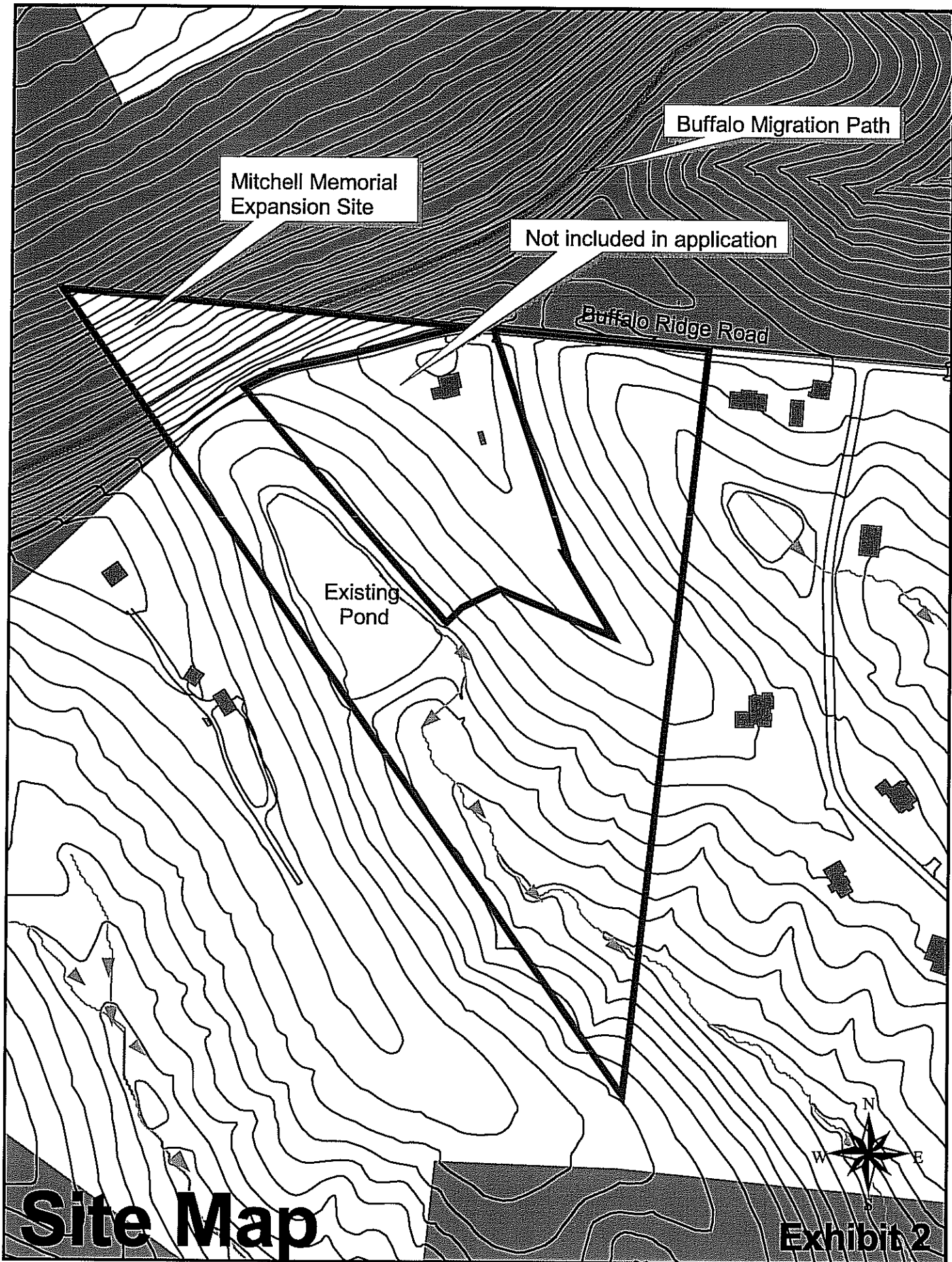
Sincerely,

  
Cindy Oser  
Clerk

**Exhibits**



# Location Map



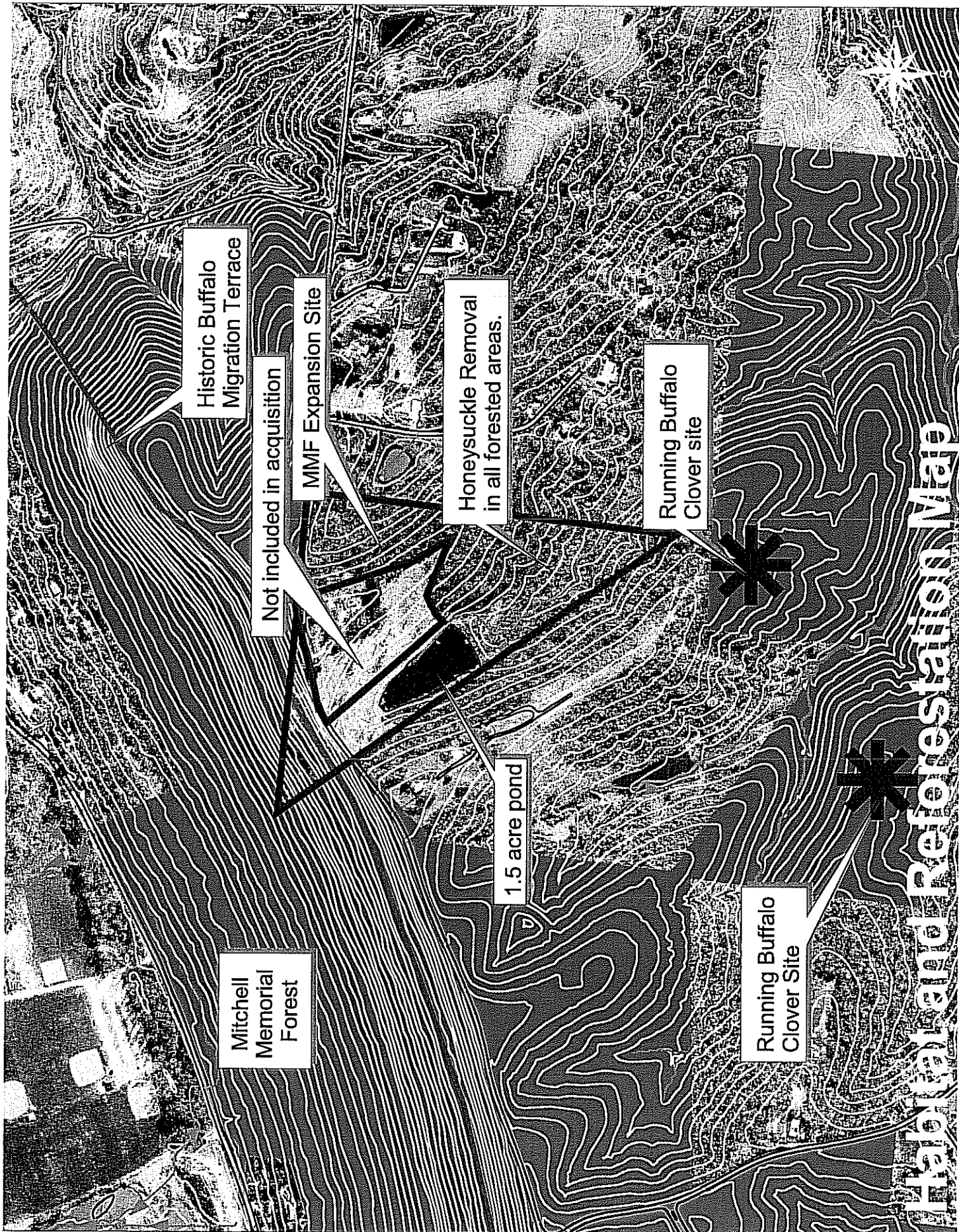
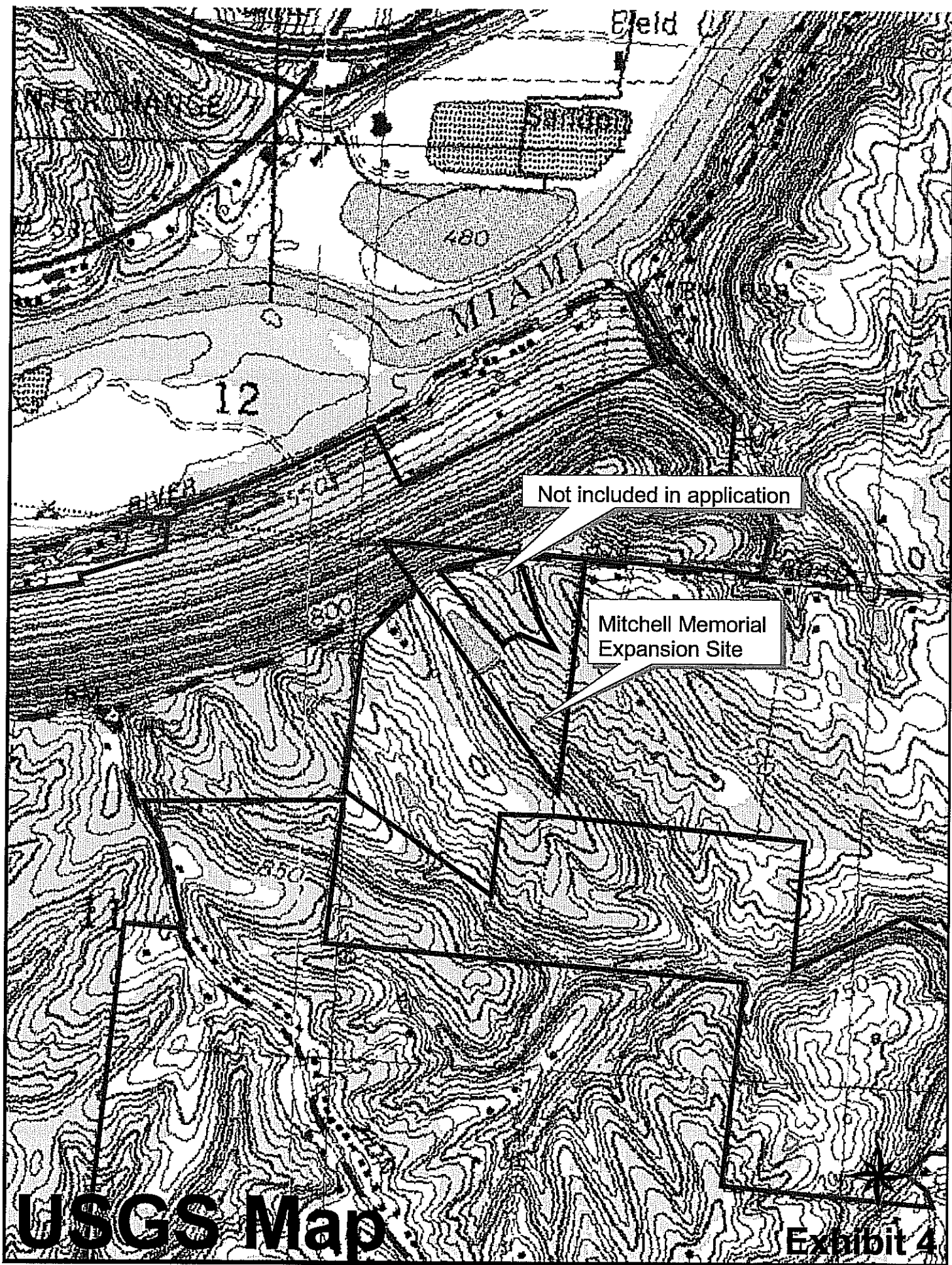
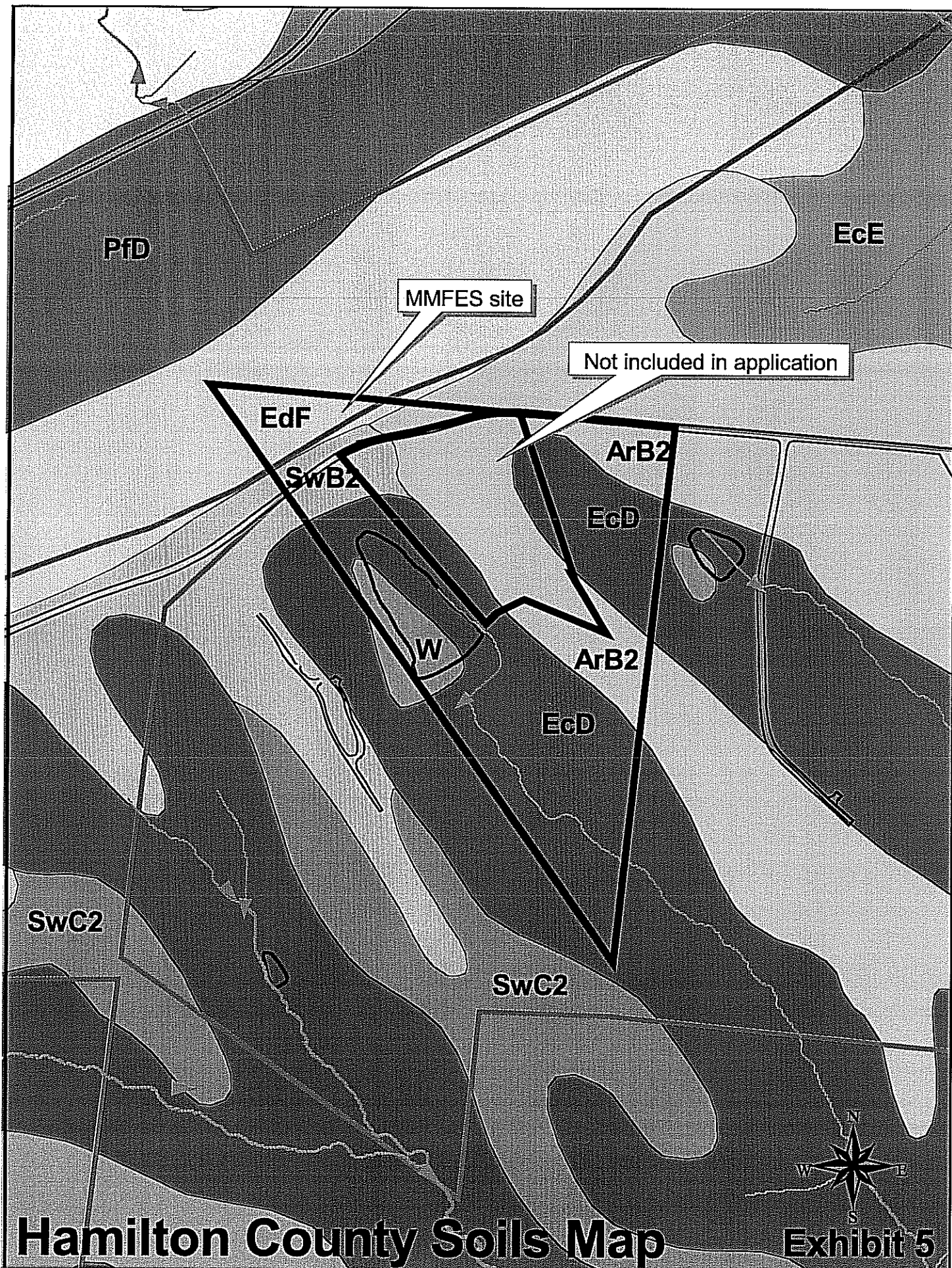


Exhibit 3











Looking south from Buffalo Ridge Road at the existing pond on site with the forested area in the background. The majority of the site has forested area such as that shown in the background. The house on this property is located to the left of the lake, but it is not a part of this application.



Looking north from Buffalo Ridge Road. The steepest slopes on the property are located in this portion of the property as well as the buffalo terrace which levels out significantly. See Exhibit \_\_ for a location of the buffalo terrace.



Looking down a section of the buffalo migration path on the Mitchell Memorial Forest property with a patch False Rue Anemone. The acquisition site has similar environments on its property with a portion of this path.

Wildflowers at Mitchell Memorial Forest which are likely found at the expansion site. The environment is similar to the MMF and these species could do well on this site. Due to the timing of this project, staff was not able to inspect the proposed site.



Squirrel Corn



Sessile Trillium



Spring Beauty



Celandine Poppy